

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE TRANSITION AGREEMENT

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RECOGNITION

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

USE OF AGREEMENT

Use of this Agreement shall be given by Equity at its sole discretion and, if permitted, shall apply solely to Not-For-Profit theatre companies operating in theatres of not more than ninety-nine seats on the Island of Manhattan outside the "Broadway Box." The Broadway Box shall be defined as an area bounded by Fifth and Ninth Avenues from 34th Street to 56th Street and by Fifth Avenue and the Hudson River from 56th Street to 72nd Street. This Agreement shall be applicable only if the company produces no fewer than two productions over the course of a season as defined herein. It is expressly understood by the Producer that, once Equity permits the use of this Contract, such use shall be limited to a maximum of three years under the terms and conditions for each year as noted herein and at the end of the three-year period the company shall make the transition to the New York City Letter of Agreement.

RULES GOVERNING EMPLOYMENT

1. ACTOR'S OBLIGATIONS TO EQUITY.

(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 an Actor owes to Equity by virtue of the Actor's membership, 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 the Producer has notice:

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

(2) That Equity deriving its charter from the 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.

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

(C) Nothing contained in this Rule shall, however, require the Producer to take any action which is not legally permissible, or permit Equity to change, modify, amend, supersede or impose any conditions or obligations upon the Producer which are not specifically set forth

in the Agreement or in any of the individual agreements made with Actors, consistent herewith.

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 the Actor 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 the Actor harmless from any such claim.

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

3. ALIENS.

No non-resident Alien may be engaged under terms of this Agreement

4. ARBITRATION.

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

(B) 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. The site of arbitration shall be New York City.

(C) Time Limit. Should the Producer dispute a ruling by Equity, the Producer shall demand arbitration within four weeks of notice to him of said ruling. Failure to do so shall constitute agreement with said ruling, and an acknowledgement 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 shall replace said amount deducted immediately upon demand by Equity.

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

(E) Equity shall act on behalf of the Actor in any arbitration proceedings and no Actor is authorized to commence any arbitration proceeding except with the consent of Equity.

(F) Interest. In the event an award is rendered, the arbitrator has the right to assess interest, retroactive to the date of the claim, at the then prevailing prime rate in effect on the date of the award.

5. AUDITIONS. (See also Rule44(A), NUDITY.)

(A) General Rules.

The Producer shall conduct auditions for principal 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 principal or chorus audition procedures including the procedures for Equity performers set forth below.
- (3) Agent submitted auditions shall not be scheduled before the scheduling of all other auditions.

(B) Equity Auditions: General Provisions for Principal and Chorus.

- (1) The Producer shall not hold auditions on any day when an Equity meeting is scheduled, provided that Equity notified the Producer in advance of such meeting
- (2) The Producer shall submit to Equity, no later than two weeks prior to the first Principal or Chorus Audition, a complete cast breakdown, setting forth a definitive description of each character in the production, and of all stage managerial positions. The Producer shall indicate the agreed upon time, date and location of the Principal and/or Chorus Audition and the name of the person who will be conducting the audition, for posting at Equity (see (C) and (D) below). The Producer reserves the right to make changes or substitutions of those who are conducting Principal Auditions, provided that those substituted shall have the authority to set up a subsequent audition and to share in making casting recommendations.
- (3) Simultaneously with the management's submission to Equity of the cast breakdown, a list of the names of the Producer, composer, lyricist, author and/or book-writer, director, assistant director, musical director, choreographer, stage manager, professional casting director, general manager and company manager are to be submitted when known. Equity shall receive this list prior to the submission to agents.
- (4) All Auditions shall be held in a theatre, rehearsal hall or other Equity approved location which is in compliance with Safe and Sanitary provisions set forth below. (See also Rule 61, SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.)
- (5) The Producer shall use the facilities of the Equity Audition Center for EPA's and Chorus Calls, to the extent that these facilities are available and compatible with the interview and audition requirements of the Producer.
- (6) The Producer shall consult with Equity with respect to the scheduling of auditions.
- (7) An Equity monitor shall be present at no cost to the Producer to organize the auditions. The Producer shall make the premises available to the Equity monitor and performers at least one hour prior to scheduled auditions.

(8) The Producer shall provide a piano and an accompanist who can sight read when musical auditions are held.

(9) The Producer (or representative) shall keep a sign-in sheet, provided by Equity, at all callbacks and appointment auditions to denote arrival and departure times of all performers, and furnish a copy to Equity. Performers who are required to be at an audition or callback longer than three hours from the scheduled appointment shall be paid at the rate of \$15 per hour for the fourth hour and for each additional hour or part thereof. Should the performer be late for the appointment, the Producer may dismiss the performer and re-schedule the audition. Should the Producer not exercise this option, the computation time shall commence upon the performer's arrival.

(10) When a role to be cast depicts a character with a specific physical disability, the Producer shall include this information in the casting specifications so that performers with similar disabilities may be informed of the opportunity to audition for the role.

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

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

(C) Equity Principal Auditions and Interviews. [See also Rules 5(A) & (B) above.]

Principal Auditions for Equity performers shall be conducted in accordance with the following:

(1) The Equity Principal Audition (EPA) is defined as a scheduled time and place at which Equity performers shall be auditioned for principal roles.

(2) There shall be not less than one day of EPA's for each play or musical.

(3) Six performers will be scheduled in twenty-minute blocks of time. The length of each performer's audition will be at the discretion of the producer or the producer's representative who is running the call, with a minimum of one minute given to each performer. Any time left over within the twenty-minute block will be assigned to "alternates."

(4) In lieu of an audition, at the performer's choice, the performer may be interviewed.

(5) Interviews for Stage Managers shall be conducted by the Producer, Director, or a designated representative who shall have the authority to recommend a subsequent interview. Stage manager interviews may take place at the Equity Principal audition or at a different location and time from the Principal audition.

(6) Subsequent Principal Auditions shall be held within three weeks of holding the required auditions. Equity shall be notified when the subsequent auditions will be held.

(7) Each day of EPA's shall consist of seven hours; however, two separate half days may be substituted and scheduled in place of any one day, provided that there are no fewer than four hours per day.

- (8) The first day of auditions must be held no earlier than 26 weeks prior to the start of rehearsals and should more than 26 weeks elapse before rehearsal begins a new Principal Audition shall be required.
- (9) The EPA's shall be conducted by the director and/or Producer (or designated representative); any such representative, designated in writing by the Producer and submitted to Equity prior to the audition, shall have the authority to set up a subsequent audition and to share in casting recommendations.
- (10) The Producer shall see as many auditionees as time allows, as set forth above, but in no event fewer than 126 performers per each seven-hour day.
- (11) Except in an emergency, the location or time of the Principal Audition may not be changed without the consent of Equity.
- (12) If the Producer chooses to audition from scripts, sides or similar materials, such materials will be made available at least 30 minutes prior to the first scheduled audition time. If the material has more than one character, the Producer will provide a reader who is not auditioning during the auditions for said material.
- (13) If the production is a new script, or if the script is currently unavailable, the Producer shall make best efforts to provide a perusal script to the monitor at least 30 minutes prior to the first scheduled audition time.
- (14) Subsequent Equity Principal Auditions.
- (a) Principal performers shall be called to audition at specific times, and shall not be called in groups unless for physical screening and/or voice blending.
 - (b) Auditions and/or readings, excluding required auditions or interviews, shall be limited to four in number for each performer and said performer shall be compensated at the rate of one-seventh of minimum salary for each reading and/or audition over four to which the performer is called.
 - (c) Franchised agents may accompany their clients to all audition locations and, at the Producer's option, may attend the audition.
 - (d) When musical auditions are held, the Producer shall provide a piano and an accompanist who can sight read.
 - (e) The director or the Producer's designee, who has final casting authority, shall be present at all auditions. The musical director, or the Producer's designee, shall be present at all auditions for singers, and the choreographer, or the Producer's designee, shall be present at all auditions for dancers.
 - (f) Performers shall be given specific appointments. Not more than 12 auditions, including reading, singing and dancing, may be scheduled in an hour.
 - (g) Whenever possible, the Producer shall include in the casting notices play titles, cast breakdowns, and production dates, with a note that these are subject to change.

(D) Equity Chorus Provisions. [Also see Rule 5(A) & (B) above.]

If Chorus auditions for Equity performers are held or required, they shall be conducted in accordance with the following:

- (1) If a musical contains a known Chorus, not less than one day of Chorus auditions shall also be required.
- (2) For musicals, singing and/or dancing may be required at the audition.
- (3) Equity shall receive at least two weeks notice of a chorus call.
- (4) Auditions may, if necessary, be held on two separate days, one day for voice and/or general qualifications and one day for dancing and/or general qualifications. If these two days are not consecutive, the Chorus shall not be required to report for any purpose on the intervening days.
- (5) If Chorus performers are required to rehearse numbers to be used in the production, this shall constitute the beginning of the rehearsal period.
- (6) Equity shall have the right, in consultation with the Producer, to schedule auditions so that no more than two productions hold their first or final audition on the same day or call the same category (singer or dancer) at the same time.
- (7) The Producer shall audition singers (male and female) and dancers (male and female) separately at the first call for Equity Chorus performers, at which singers are to sing first and dancers are to dance first, and shall notify Equity as to the group called and the time and place of said call.
- (8) For each auditioning performer there shall be not more than five consecutive hours of auditions in one day.
- (9) If, at the final audition, the selection of a performer is to be determined at a final match-up, then the performer retained for the match-up from the earlier audition, shall be released following selection, and shall be free until the final match-up, unless the performer is required to read for a part or understudy. In the event the final audition exceeds five hours, there shall be a break of at least one hour, after not more than five consecutive hours of auditions, with a maximum of eight hours of auditions in a day.
- (10) The Producer shall not, under any circumstances, halt the continued progress of a Chorus Audition to audition a performer for a principal role. Auditions may, if necessary, be held on two separate days. At the first audition, Chorus performers may be typed, asked to dance and/or sing; after all the performers have auditioned for dancing and/or singing, the performers may be asked to read for chorus parts and/or understudy. At the second audition, Chorus performers may again be asked to do all of the above. If these two days are not consecutive, the performers shall not be required to report on the intervening days.
- (11) The Producer shall notify Equity of the time and place of the final audition.
- (12) The Musical Director or the Musical Director's assigned designee, who has final casting authority, shall be present at all Chorus singer auditions. The choreographer or the choreographer's assigned designee who has final casting authority shall be present at all Chorus dancer auditions.

(13) If a Chorus performer is called for, or works on, any day after the third audition day, or is called for a fourth Chorus Audition, the performer shall be compensated on the basis of one-sixth minimum salary for each day or part thereof.

(E) Safe and Sanitary (See also Rule 61, SAFE AND SANITARY)

The Producer agrees not to audition or rehearse in any space that has not been previously inspected and approved by a Representative of Equity.

(1) When auditions are held in studios, the Producer shall provide:

(a) Every reasonable effort shall be made to provide a safe and secure waiting room that is separate from the audition area. It must be large enough to accommodate seats for a number of performers and have open space where performers may wait and/or warm-up for the audition. The waiting room shall be available to the monitor and performers for the entire sign-in and audition time.

(b) The audition space shall include:

(1) Heat and air conditioning as necessary.

(2) One private toilet for each gender.

(3) Adequate wash basins with adequate hot and cold water.

(4) Proper ventilation.

(5) Touch-tone phone for local calls only. (Non-Touch-tone telephones already in place on November 2, 1997 will be grandfathered under this rule).

(6) Producer shall provide separate changing facilities (not lavatories) for men and women at any audition where they are required to dance.

(7) For dance auditions: sprung dance floor.

(8) Ample, pure, cool drinking water shall be provided wherever the Actor is required to audition at no cost to the Actor.

(c) When auditions are held in Theatres, the Producer shall provide, to the extent possible, facilities and conditions similar to those described immediately above.

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

(e) Performers may not audition in any premises that do not comply with the New York City and State laws and building codes.

(f) Smoking is not permitted, except as may be provided by law.

(2) Floors. (See Rule 60(A).)

(3) Liability Insurance. The Producer shall cause liability insurance to be provided at all interviews and auditions and shall make the name of the insurance carrier available to performers at the place of the interview and/or audition. In the event of an injury, the Producer shall advise performers of the procedure for filing a claim.

6. BILLING AND PROGRAMS. (See also Rule 49, PHOTOGRAPHS AND PUBLICITY and Rule 50, PRESS RELEASES.)

(A) House Board. The names of all Actors employed in the production shall be placed on an alphabetical listing board either in front of the theatre or prominently displayed inside the lobby. On this board, Stage Managers, understudies and swings may be listed separately. Should there be errors or omissions in this listing, provided such errors or omissions are not corrected within two business days after the day on which written notice either by Actor or Equity is received by the Producer, the Actor shall be paid one-seventh of the Actor's contractual salary, for each day the error goes uncorrected. (See also Rule 11, CHANGES IN CAST and Rule 72(E), UNDERSTUDIES.)

(B) When an Actor's contractual employment is terminated, the Actor's name and/or likeness (in photographs portraying three Actors or fewer and in shows where there are only four cast members where the photographs to be replaced are eight by ten photographs to be placed in an openable glass case or are inexpensive photographs which already exist) must be removed from all front-of-the-house boards and frames where the show is playing as well as from all frames at other theatres. The removal shall be made prior to the first performance of the Principal Actor's successor. Should the Producer fail to comply with this Rule within three days after the giving of written notice either by the Principal Actor, the Actor's successor and/or Equity, the Producer shall pay extra to the Actor currently performing and to the Actor whose name and/or likeness has not been removed, one-seventh of their respective contractual salaries for each day that the Producer has not complied with the Rule.

(1) When an Actor's contractual employment is terminated, the Principal Actor's photograph on and/or in the programs must be submitted for removal prior to the next printing deadline. If the termination occurs at least seven days prior to the camera ready copy deadline, Producer shall remove photograph in that printing; otherwise the Producer must remove photo at the next printing and so notify the terminating Actor and replacement Actor.

(2) In connection with all other advertising and display media under the Producer's control, the Producer shall exercise reasonable diligence in removing the name and/or the likeness of the Principal Actor no longer in the cast.

(C) All provisions pertaining to billing of the Actor not set forth herein shall be specifically set forth in writing as a rider to the Actor's employment contract. If billing is contingent on the billing of any other Actor, such contingency shall be clearly and succinctly set forth in the contract.

(D) Whenever a breach of a billing clause contained in an Actor's individual contract is claimed, Equity or the Actor shall notify the Producer by certified letter or Fax, return receipt requested, or by hand delivery with receipt signed by the party addressed or their designee, of the breach.

(1) If the breach is not corrected within seven days of receipt of notification except as provided below, the Producer shall pay to the Actor a sum equal to one-seventh of the Actor's contractual salary for any time during the first week the breach continues after the seventh day. For each week the breach continues thereafter, or if additional breaches occur and the Producer has been properly notified, the Actor shall be paid cumulatively

an additional one-seventh of contractual salary per week or per breach for as long as the breaches continue (i.e., two-sevenths for the second week or second breach, three-sevenths for the third week or third breach, etc.).

(2) If the breach involves billboards, the time interval for correction shall be extended to two weeks. Exempted from this provision shall be posters on unpaid locations (commonly known as sniping).

(3) If the breach involves billing under the Producer's control or creation in a magazine or similar publication and the Producer does not correct an error in billing when notified 72 hours prior to the press deadline, the Producer shall pay to the Actor a sum equal to one-seventh of the Actor's contractual salary.

(4) If the breach involves billing under the Producer's control or creation in a newspaper, and the Producer does not correct an error in billing when notified 48 or more hours prior to the press deadline, the Producer shall pay to the Actor a sum equal to one-seventh of the Actor's contractual salary.

(E) Program and Souvenir Program.

(1) Cast List. A cast list must be offered free of charge to every patron who enters the theatre at all performances. Such cast list must contain the names of all Actors on Equity contract and their role or function. The Stage Manager shall be billed on the first page on which there is a complete cast listing or on the title page.

(2) Biographies. All performing Principal Actors, Stage Managers, Performing Chorus and Understudies shall have a biography in the program, playbill, and souvenir program. The biography will contain professional credits and biographical data. The Actor shall have the right of approval of biographical material which approval shall be in writing and not unreasonably withheld. Such approval shall include an indication of the preferred cuts in the event that limitations of space require editing. Should the Actor fail to indicate such preferred cuts the Producer shall be free to edit at the Producer's discretion. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved. Replacement actors engaged for one week or more shall have biographical material inserted in the program if the Actor replaced was a performing Principal Actor, Stage Manager, or a performing Chorus. (See Rule 11(A)(3).)

(3) Omissions or Errors. In the event that there are errors or omissions in the printed cast listing in the playbill or program, the Producer agrees that upon receipt of written notice of an omission or error in such cast listing, the Producer will, within 24 hours (including at least one business day), place in the playbill or program a printed slip correcting the omission or error, and will also correct the omission or error in the next printing of the playbill or program, provided such notice is given at least 24 hours prior to the press deadline. Souvenir programs shall be corrected at the next printing.

(4) Penalty. For each failure to either place a correction slip in the playbill or program as stipulated above, or to correct the playbill or program cast listing at the next printing, after proper notice, the Producer shall pay the Actor involved, a sum equal to one-seventh of the Actor's contractual salary for each week or part thereof during which the omission or error continues. (See also Rule 73, UNION EMBLEM.)

7. BINDING EFFECT OF AGREEMENT.

All contracts of employment signed pursuant to this Agreement are binding not only upon 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 directs, controls or is interested in, and are hereby agreed to be adopted as their contract by each of them.

8. BLACKLISTING.

The Producer and Equity pledge themselves to prevent blacklisting in the theatre. Opposition to blacklisting is not a controversial issue between the Producer and Equity.

(A) 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.

(B) To that end, Equity and the Producer shall jointly investigate and deal with all complaints of blacklisting in the theatre, and take any and all lawful means to correct, remedy, and actively resist each and every instance of blacklisting, as and when it arises.

9. BREACHES BY PRODUCER.

(A) In addition to any other remedies available herein, each Actor affected herein shall receive up to two weeks' salary as liquidated damages, no present basis of calculation existing, should the Producer:

- (1) Breach an individual contract of employment, or any part thereof;
- (2) Breach or fail to abide by or conform to any rule which is a part of the employment contract of any Actor;
- (3) Make any false statement in connection with any employment agreement or regarding security;
- (4) Employ or have employed any Actor under any form of contract other than a Standard Form;
- (5) Be in default as to any employment contract with any Actor, or breach any such employment contract, past or present;
- (6) In the future, breach any such employment contract;
- (7) Fail to give or deposit security at the time and in the form and amount required by Equity;
- (8) Otherwise breach or fail to live up to any contract of employment or Equity Rule.

(B) Should any situation arise where, because of the act of the Producer, or Producer's fault or default, the Actor is released from Actor's obligation to work, then in any of said events, the Actor may, Equity consenting, forthwith terminate Actor's employment and is released from any obligation to render services to the Producer. In addition thereto, the Producer agrees that Producer shall pay the Actor forthwith, in full, for all services rendered, plus any other sums to which the Actor may be entitled by contract or by Equity Rules and also, as liquidated damages, no present basis of calculation existing, up to two weeks' salary.

Against said sums, no offset shall be allowed the Producer for earnings of the Actor in a new or subsequent engagement. These provisions shall apply to each season contracted for.

(C) Disputes as to the applicability of the foregoing paragraphs shall be subject to arbitration under Rule 4 and neither Equity nor the Actor may finally determine any questions of violation or breach on the part of the Producer, except as to violations of Rule 9(A)(4) and 9(A)(7). In the event of the Producer's breach of Rule 9(A)(4) or 9(A)(7), Equity may intervene, without penalty to itself and require the Actor to perform or rehearse or not perform or rehearse under such terms and conditions as Equity may consider just and equitable.

10. CALLBOARD.

A callboard shall be maintained back stage on which information important to the cast shall be posted. This information shall include any notices, correspondences or letter(s) of information sent by Equity to the Company; Worker's Compensation Carrier and Carrier Number; members of the Producer's Staff whom the Actors can contact in case of emergency; information regarding fire exits and fire-fighting equipment and proper procedures in case of fire; addresses of hospitals in the area; information as to safe keeping of Actors' valuables by the Producer; and brush-up rehearsal calls after opening. All other calls shall be given to the Actors by the Stage Manager.

11. CHANGES IN CAST: DUTY OF PRODUCER TO ANNOUNCE.

(A) All changes in cast (except as provided below) shall be announced as follows:

(1) The announcement of the change in cast shall be posted conspicuously, prominently, and in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected. Such announcement shall be at least eight by ten inches in size with the name of the part and the Actor in letters of at least one inch. Posted announcement need list only the character and name of the Understudy or replacement Actor.

AND

(2) Announcement of the change in cast shall be made from the stage or over the public address system at the rise of the curtain,

OR

(3) Such announcement shall be made in all programs and/or playbills by the insertion of a printed slip. If the replacement Actor does not have a bio in the program, a bio shall be included in the insert. (See Rule 6(E)(2).)

(B) In the event of a Stage Manager replacement (with the exception of an emergency replacement) announcement shall be made by means of a printed slip in the program.

(C) If an Actor terminates the Actor's employment in accordance with Rule 41, MORE REMUNERATIVE EMPLOYMENT or Rule 70, TERMINATION, or if the Actor is absent in

accordance with Rule 41, the cast change shall be announced by means of (1) and (3) above.

(B) If an Actor is absent for any other reason for more than one day, a printed slip, as provided in (A)(3) above, must be inserted in the program on the day following one business day after the change occurs. However, on the day an Actor actually returns to the cast, or on the day the Actor is scheduled to return, announcement of the change may be made by means of (A)(2) or (A)(3) and (A)(1).

(C) For each failure to give the notice of substitution required by this Rule, the Producer agrees to pay the Actor whose part is played by an understudy or another Actor, and also such understudy or other Actor, a sum equal to one-half of the Actor's own contractual salary in addition to Actor's contractual salary.

12. CLAIMS.

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

(B) Time Limit in Filing Claim. Should the Actor deem that the Actor has any claim against the Producer under the Actor's contract, the Actor shall present the same to Equity or to the Producer within four weeks after the time when such claim shall have arisen unless the Actor shall give to Equity and to the Board of Arbitration or to either of them a good and sufficient reason for any delay after such period of four weeks.

(C) Interest. See Rule 4(F).

13. CLOTHES AND MAKE-UP.

(A) The Actor may not be required to use the Actor's personal wardrobe in the production. The Producer shall provide to all Actors performing a Principal or Chorus role all hats, costumes (period or modern), wigs, beards, hair pieces, footwear, including properly fitted shoes (which if modern and conventional shall be new), tights, hose and stockings except modern conventional undergarments. In no event shall a Producer require the Actor to purchase any clothes for the production.

(B) Rentals. No Actor shall rent or lend any wardrobe to a Producer for use in any production until the terms of the rental, based on the schedule below, are stated in a rider to the Actor's contract of employment. The agreed upon payment shall be paid weekly to the Actor with the Actor's salary and by separate check. These payments shall not be subject to dues or pension.

(1) The following shall be the minimum weekly rental fee when an Actor agrees to furnish the Actor's own clothing for a production:

BLOUSE \$3.50

DANCE SHOES.....	\$7.00
Professional Jazz Shoes	\$7.00
Character Shoes	\$7.00
Tap Shoes.....	\$7.00
Pointe Shoes.....	\$7.00
Dance Boots.....	\$7.00
DRESS	\$9.00
ENSEMBLE (SHIRT,TIE,SUIT, SHOES,HAT,ETC.).....	\$30.00
EVENING CLOTHES (TUXEDO,GOWN, FURS AND ALL ACCESSORIES)	\$25.00
HAT.....	\$2.00
JEANS	\$3.00
SHIRT	\$3.75
SHOES	\$5.00
SHORTS.....	\$2.50
SKIRT	\$5.50
SLACKS.....	\$5.50
SNEAKERS	\$3.00
SUIT.....	\$20.00
SUIT JACKET	\$8.00
SWEATER.....	\$3.50
TIE	\$0.75
TIGHTS,HOSE,STOCKINGS	\$1.75
TOPCOAT,OVERCOAT OR RAINCOAT.....	\$8.50
WIGS AND HAIRPIECES	\$8.00
PROPERTIES: Eyeglasses, Suitcases, Umbrella, Cane(s), Camera, Sport Equipment, Attaché Case, etc.....	\$4.00

(2) With respect to garments not appearing on this schedule, the rental or loan will be negotiated to the mutual agreement of the Actor and the Producer. The costume shall remain the property of the Actor but will remain in the theatre for the rental period.

(3) The Producer shall negotiate with the Actor a weekly instrument rental rate when the Actor agrees to use his own musical instrument for a production. The rate agreed upon

shall be stated in a rider to the Actor's contract. Compensation shall commence with the first use, including use in rehearsal.

(4) When the Actor is provided the costume(s) by the Producer and the Actor elects, with the consent of the Producer, to wear the Actor's own clothing then, in this event, the Producer shall not pay any rental fee.

(C) Shoes and Dancing Shoes.

(1) The Theatre shall provide properly fitted footwear which, if used for dancing, shall be new. All other footwear shall be clean, sanitary, and in good repair. No Actor shall be required to perform in shoes which are unsafe, unsanitary, or in poor repair.

(2) The Producer shall provide properly fitted professional dance shoes for all members of the company 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, pointe shoes in NUNSENSE) which must conform to the appropriate style of 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 Producer shall provide professional dance shoes at least one week prior to dress rehearsal. During rehearsal, the Producer shall furnish at least one pair of pointe shoes for each performing Principal or Chorus called upon to dance in pointe shoes.

(3) Absent extraordinary circumstances, the Producer shall provide all other shoes for the production prior to the first dress rehearsal. In any event, all shoes shall be provided by the first dress rehearsal.

(4) With reasonable notice by the Actor and at the Actor's request, shoes for dancing shall be rubbered and braced and shall be repaired or replaced whenever necessary or when the Dance Captain, authorized Producer's representative, Stage Manager and Deputy agree by majority secret ballot vote that the shoes are either in unfit condition for the safety of the performer(s) or are deemed unsafe or unsanitary. Meetings of the Committee shall be called whenever necessary, but no less than once a month. If the Committee votes that the shoes be replaced immediately, the order for new shoes shall be placed no later than the next business day by telephone.

(D) Cleaning and Upkeep. All clothing worn by the Actor for use in the Production, whether furnished by the Producer or not, shall be dry cleaned whenever necessary but at least every two weeks and laundered whenever necessary but at least twice a week. Producer shall make best efforts to have costumes aired after each performance. Costumes shall also be repaired or replaced whenever necessary.

(E) Make-up. The Producer shall furnish all make-up except ordinary and conventional make-up. If the Actor is required to use body make-up, the Producer shall furnish freshly laundered towels for the removal of such make-up. Producer shall also provide body make-up remover.

(F) Knee Pads and Protective Clothing. 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 performances. (See Rule 66(I).)

(G) Skin Parts. All skin parts should be new upon issue. Clean and dry skin parts, except for painted unitards (which must be dry for each performance), shall be furnished for every performance. Skin parts include but are not limited to: socks, stockings, pantyhose, tights, body stockings, underwear, t-shirts, bras, jockstraps, dance belts, dress shields, slippers, and bathing suits. Commencing with their first public performance, Understudies and Swings shall be provided with their own set of skin parts.

(H) Back-up Costumes. Back-up costumes shall be provided whenever necessary.

(I) Hair style and Hair color.

(1) Change of Hair Color. The Actor may not be required to change the color of the Actor's hair unless the Actor agrees in writing, and the Producer shall pay for the expense of changing the color and of its upkeep during the run of the engagement and of the restoration to the original color at the end of the Actor's engagement.

(2) Change of Hair Style. The Actor may not be required to cut or change the style of the Actor's hair in any way, or to shave the Actor's head unless the Actor agrees in writing, and the Producer shall pay the original expenses and the upkeep of said hair or hair style during the run of the Actor's engagement.

(J) Costumes for Understudies and Swings. Commencing with their first public performance, Swings and Understudies shall be provided with their own set of skin parts. Producer shall use best efforts to provide Swings and Understudies with properly fitted costumes. Any costume worn by another Actor shall be cleaned prior to its use by any Actor or Understudy and again prior to its further use by any other Actor, including the Actor to whom it is regularly assigned. However, if an Understudy who does not have a full set of costumes is required to appear, costumes worn by said Understudy must be cleaned not later than the first business day on which no matinee performance occurs following the Understudy's appearance, or as soon as possible.

(K) Facial masks, Hair-pieces and Wigs.

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

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

(3) Protective breathable liners must be inserted into facial masks whenever a replacement or Understudy uses the facial mask of another Actor. Liners shall be issued for the exclusive use of the replacement or Understudy.

(L) Costume Measuring. The Actor shall be available for one costume measuring prior to the rehearsal period at a mutually convenient time. One two-hour costume call in addition to the regular rehearsal hours during the rehearsal period may be scheduled, provided that the hours for the costume call and rehearsals shall be consecutive. The costume call shall not

invade Equity-required breaks. Producer shall use best efforts to conduct costume calls at the place of rehearsal or the Actor shall receive carfare or transportation if required to travel to and from the costumer. (See also Rule 62(A)(2), Minimum Wage Laws)

14. COMPLIMENTARY TICKETS.

Subject to availability, at least 2 complimentary tickets shall be made available to all Equity members for each performance week of the production in which they are engaged. However, there shall be a minimum of 4 complimentary tickets made available to all Equity members for the run of the production.

15. CONTINUOUS EMPLOYMENT.

Continuous employment is the essence of all employment contracts, and all calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive rehearsals and consecutive employment.

16. CONTRACT.

(A) Actor's Contract.

- (1) The Actor's contract shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date when issued, they must be signed as of said date.
- (2) Contracts between Producer and Actor must be signed before the Actor shall be permitted to rehearse or perform.
- (3) 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 the Actor's designated representative, by personal delivery or Certified Mail, that, unless the contract is signed and returned to the Producer within a specified time period which shall be not less than 48 hours after receipt of the notice by the Actor, or the Actor's designated representative, the contract is null and void.

(B) Changes and Alterations.

- (1) The Actor and/or Producer have 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. 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.
- (2) If Equity fails to notify the Producer of its disapproval of said riders, changes, alterations, waivers or substitutions within seven business days after receipt thereof by Equity, they shall be deemed approved. 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.

(3) The Producer agrees that all blanks, including the date of the first paid public performance, name of part, and salary will be filled in, in writing, before signing or delivery.

(C) Contracts Covering Employment in Outside Fields. Before any person holding a blanket employment contract covering several employment fields may work in any Equity jurisdiction, the Producer must secure and file with Equity a duly executed contract on a standard Equity form with such person, covering only employment within Equity's jurisdiction, which said contract shall be paramount to any then existing arrangement between said person and the Producer, and must be satisfactory to Equity, and shall exclusively govern the employment relationship of said person to said Producer while said person is working in any field over which Equity has jurisdiction. No Actor shall be required to work with any such person not holding such contract so procured and filed.

(D) Executed Agreement. Within one week after entering into any employment contract (and where the Actor is employed after rehearsals have begun, within three days after the Actor has begun to rehearse) the Producer shall file with Equity a signed copy thereof. Failure to do so shall constitute a breach of contract by the Producer, and the Actor may, at any time, Equity consenting, terminate the contract without notice, and the Producer agrees to pay the Actor as damages for breach a sum or sums to be computed as in the case of breach of Rule 9, BREACHES BY PRODUCER.

(E) 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.

(1) Should any Actor engage in such conduct, said Actor shall be subject to such disciplinary action as the Council of Equity may determine.

(2) Should any Producer be found by an arbitration tribunal to have engaged in such conduct, said Producer agrees that such conduct on the Producer's part shall be a breach of the Producer's 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, the Producer's name may be posted on the Defaulting Producers List at Equity.

(3) 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.

17. CONVERSION RIGHTS.

(A) CONVERSION RIGHTS TO ANOTHER CONTRACT.

(1) Should the Producer, or should any management, group or enterprise, which the Producer controls or directs, produce a play under this Agreement and then produce the first subsequent production of the play on a higher paying contract or on a standard contract in a Point of Organization city, the Producer agrees to offer any member of the Company employed on Equity contract who was originally engaged on the Transition Contract and who actually performed a role or function in the Transition Contract

production an opportunity to continue in said first subsequent production only. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, at least two weeks prior to the date of first rehearsal for the subsequent production. The Producer may require the Actor to respond in writing, by hand delivery or fax, return receipt requested, within three business days of receipt of said offer. The Producer agrees to reimburse any member of the Company employed on Equity contract not offered the Actor's same role or function three weeks' applicable Off-Broadway "A" minimum for the Actor's category, three weeks applicable minimum salary for the Actor's category under the subsequent contract or three weeks' contractual salary, whichever is greater.

(2) However, if any member of the Company on Equity contract who originally performed the role/function has been out of the production for a period of four weeks or more prior to the time the play is subsequently produced, the Producer may as an alternative, offer the role/function to any past or present member of the Company on Equity contract who has performed the same role or function for four weeks or longer. If no one from the production who has performed the role or function for at least four weeks gets an offer, the Actors shall split the monies as determined by Equity.

(3) In the event the Producer does not control or direct the first subsequent production of the play as set forth in Paragraph 1 above but has a financial interest in that subsequent production, the Producer agrees that any financial remuneration the Producer receives in connection with that first subsequent production shall be used on a 50/50 basis (Producer/Actors) to compensate the members of the company on Equity contracts (as defined in Rule 17(D)(2)) who were not offered the same roles or functions, a maximum of three week's Off-Broadway "A" minimum salary, three weeks' applicable minimum for their category under the subsequent contract or three weeks' contractual salary, whichever is greater. In the event the Producer's financial remuneration is insufficient to compensate fully the members of the company on Equity contracts hereunder, payments herein above must be made on a prorated basis to all those entitled to such payment.

(4) If the producer of said subsequent Equity Contract production compensates the Actors who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the Producer shall have no obligation to compensate the said Actors under this provision. Nothing in this Agreement shall be construed to relieve any producer, of a subsequent Equity contract production, of any obligation such producer may have to make conversion and/or contingent rights payments to Actors.

(5) For transfer to Production or Special Production Contracts, Stage Managers and Assistant Stage Managers shall be due conversion rights payments as follows:

(a) Producer, at his option, may offer the Stage Manager who does not meet the requirements set forth in Rule 68(J) of the Production Contract a position as Assistant Stage Manager under the Production or Special Production Contract. If the Stage Manager accepts this offer, Producer will have completely satisfied the obligations to the Stage Manager with respect to this Rule 17. If the Stage Manager declines the Producer's offer of a position as Assistant Stage Manager hereunder, the Producer will have no liability with respect to this rule.

(b) In the event there is a transfer to a Production or Special Production Contract and Equity determines that the Stage Manager fails to meet the requirements set forth in Rule 68(J) of the Agreement and Rules Governing Employment Under the Production Contract, Producer will compensate the Stage Manager three weeks' First Assistant Stage Manager's applicable Production or Special Production Contract minimum, or three weeks' contractual salary, whichever is greater.

(c) In the event the Producer declines to engage the Stage Manager who meets the requirements set forth in Rule 68(J) of the Production Contract, the Producer will compensate the Stage Manager three weeks' Stage Manager's applicable Production or Special Production Contract minimum or three weeks' contractual salary, whichever is greater.

(d) In the event the Producer declines to engage the Assistant Stage Manager, Producer will compensate the Assistant Stage Manager three weeks' Assistant Stage Manager's applicable Production Contract or Special Production Contract minimum or three weeks' contractual salary, whichever is greater.

(6) The above will pertain for a period of 3 years following the close of the production.

(B) CONVERSION RIGHTS FROM ANOTHER CONTRACT OR CODE.

(1) Should a production produced under a Code or a Contract with lower minimums subsequently be produced under this contract as its first subsequent Equity contract production within three years from the date of the prior production's last performance, or should the prior production be optioned within three years from the date of the prior production's last performance and be produced under this contract as its first subsequent Equity contract production during the option period or any extensions thereof, all Actors who performed a function in the prior production shall receive a bona fide offer to perform the same role or function in the subsequent production or three weeks' minimum salary at the applicable Off-Broadway "A" rate in lieu thereof. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, at least two weeks prior to the date of first rehearsal for the subsequent production. Producer may require Actor to respond in writing, by hand delivery or fax, return receipt requested.

(2) If any member of the Company on Equity Code or Contract who originally performed the role/function was out of the production for a period of four weeks or more prior to the time the play is subsequently produced, the Producer may as an alternative, offer the role/function to any past member of the Company on Equity contract who has performed the same role/function for four weeks or longer. If no one from the production who had performed the role/function for at least four weeks gets an offer, the Actors shall split the monies as determined by Equity.

(C) CONVERSION TO OTHER MEDIA.

In the event any media rights to the Production are sold, including but not limited to the sale of motion picture, television, videotape, digital and internet rights, and the Producer has a financial interest in those rights, the Producer agrees that up to a maximum of 50% of the Producer's total proceeds from the sale of those rights shall be used exclusively to reimburse each Actor who originally appeared, stage managed, or understudied at the official opening performance or, if there was no official opening, the

Actors who appeared, stage managed or understudied at the first paid public performance, until an amount equal to five weeks' salary under the Production Contract is paid (at applicable rate at the time the media rights are sold).

(D) Definitions And References.

(1) "Production" or "the production hereunder" means the production of the Play under this Contract.

(2) "Actors" as used herein refers to any person engaged under this Contract as actor, (principal or chorus), understudy, stage manager, or assistant stage manager.

(3) "Bona fide offer" shall mean an offer to perform in the subsequent Equity Contract production the identical role or function performed in the Transition Contract production or an offer to Contract Actors or Code participants to perform the identical role or function in the Transition Contract production. Such offers must be in writing, sent to the Contract Actor or Code participant by certified mail, return receipt requested, with a copy to AEA.

(4) "Producer's proceeds from subsequent exploitation's of the Play" shall include all proceeds received by Producer from or as a result of subsequent productions or other exploitation's of the Play or the rights in the Play (including but not limited to productions in the live stage and in other media) and/or contributions to the Producer by or on behalf of the author or subsequent producer of the Play.

18. COPRODUCTIONS.

This Agreement may not be used for any coproduction with another Equity Producer.

19. DANCE CAPTAINS.

Whenever there is musical staging and/or choreography a Dance Captain shall be hired and paid from the first day of employment but not later than the first day of rehearsal. The Dance Captain shall be paid no less than an additional 15% of contractual salary, in addition to weekly contractual salary. The Stage Manager shall not serve as Dance Captain. The Dance Captain shall be credited on the cast list page of the playbill or program. After the week of the first paid public performance, the Dance Captain's rehearsal hours may not exceed those set forth in Rules 55(D) and 55(E).

20. DEFAULTING EMPLOYERS.

(A) The Producer shall be ineligible to engage any Actor unless and until said 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 any Actor against said Producer.

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

(C) No Actor shall work or be required by the Producer, without the consent of Equity, to work for any person, partnership, corporation, enterprise, or group which has violated or is violating any agreement with Equity or any of its members; or which has failed to abide by

any arbitration award, or where, permitted herein, any final determination of Equity; or which, through failure to meet past obligations to Equity or its members, has been placed on Equity's Defaulting Employers List; nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director, officer, active stockholder or otherwise with any defaulting Producer so specified, without the consent of Equity.

(D) No Actor shall work or be required to work or continue in employment of the Producer, 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.

21. DEFINITIONS.

(A) Actor. The term "Actor" shall refer to and include all persons, including Stage Managers who are employed on Equity contract.

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

(2) Chorus. The term "Chorus," "Chorus member," "member of the Chorus," "Chorus Actor," "Actor engaged under a Chorus contract" and "Chorus performer" shall include Actors engaged under Chorus contracts and/or Actors actually performing Chorus work, as may be determined by Equity.

(3) Stage Manager. The term "Stage Manager" shall refer to and include all persons who are contracted to perform the customary duties of "Stage Manager."

(4) Assistant Stage Manager. The term "Assistant Stage Manager" shall refer to and include all persons who are contracted to perform the customary duties of "Assistant Stage Manager." (See also Rule 67(K)(2))

(5) Understudy. The term "Understudy" shall include all Actors performing understudy duties.

(a) A General Understudy is a member of the company who does not otherwise perform.

(b) A performing Understudy is a performing member of the company who also understudies other roles.

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

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

(D) Disability. The term "disability" shall be defined by the applicable laws.

(E) Weekly or Contractual Salary. Contractual salary shall include all compensation received by the Actor subject to federal, state or local withholding taxes or payments made pursuant to an authorized corporate rider.

(F) Workweek. A workweek shall be defined as Monday through Sunday.

22. DEPUTIES AND MEMBERS: NOT TO BE DISCRIMINATED AGAINST.

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

(A) In the event the employment of a Deputy is terminated for any reason whatsoever, the Producer agrees to furnish written reasons for such termination to both the Deputy and Equity at the time of dismissal.

(B) Any Equity Deputy or member who claims that the Producer has given him/her notice or otherwise penalized said Deputy or member for fulfilling his/her duties either as a Deputy or as an Equity member may present his/her case to the Council who shall give the Producer an opportunity to be heard if the Producer desires to avail him/herself of this opportunity. 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.

(C) It is further agreed that, if upon arbitration the claim of the Deputy or member is sustained, the arbitrator shall have the right to impose a penalty, which penalty shall be at the discretion of the arbitrator, but shall not exceed the sum of five weeks' salary. If the Deputy's or member's claim is sustained, said Deputy or member shall also be reinstated with back pay from date of dismissal to date of reinstatement.

23. DEPUTIES AND REPRESENTATIVES.

(A) Deputies of Equity shall be required in each company. Whenever a Chorus is employed, there shall be Deputies for Chorus singers and Chorus dancers, in addition to a Deputy for Principal Actors. Deputies shall have the duty and obligation to report non-compliance with the Rules Governing Employment under this Agreement.

(B) Duly authorized representatives of Equity shall have free access to the stage and to all members of Equity at all times, inclusive of rehearsals and performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity Representative to conduct Equity business. Other than the half-hour defined in Rule 56(l)(7) such time shall not be considered part of the official rehearsal hours.

24. DISCRIMINATION.

There shall be no discrimination against any Actor or applicant for any part or position. (See Rule 26, EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NONDISCRIMINATION.)

25. DUTIES OF THE ACTOR.

The Actor agrees to:

(A) Be prompt at rehearsals;

(B) Appear at the theatre no later than one-half hour prior to the performance;

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

(D) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;

- (E) Properly care for the Actor's costume and props;
- (F) Respect the physical property of the production and the theatre; and
- (G) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules. (See Rule 58(C), INABILITY TO PERFORM.)

26. EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NONDISCRIMINATION. (See also Rule 24, DISCRIMINATION.)

It is the intention of the parties that the auditions/ interviews will be conducted in a manner that continues to promote fair consideration to ethnic minorities, women, seniors and Actors with disabilities (consistent with the Americans with Disabilities Act and the rules set forth herein.)

(A) Nondiscrimination.

- (1) The Parties hereto reaffirm their commitment to a policy of nondiscrimination with respect to equal employment opportunity hereunder on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, political persuasion or belief. There shall be no discrimination against any Actor seeking employment.
- (2) The cast shall not be required to perform in any theatre, public or private institution, or other place of performance, where discrimination in any form is permitted or practiced because of sex, race, color, creed, national origin, age, disability, sexual orientation, political persuasion or belief.
- (3) Actor and Producer shall treat all members of the Company, including and without exception all members of the Production Company employed by Producer and all Staff employed by the Theatre, with tolerance towards and without prejudice to any person(s) because of sex, race, color, creed, national origin, age, disability, sexual orientation or political persuasion or belief.

(B) Non-Traditional Casting.

- (1) It is the desire of the parties that employment for Actors shall continue to reflect a multi-racial society that also includes Actors with disabilities. Toward that end, Actors' Equity Association and the Producer will continue to encourage to the best of their abilities a flexible and imaginative casting policy which is called non-traditional casting.
- (2) Non-traditional casting is for the purpose of increasing employment for ethnic minorities, (African-American, Hispanic-American, Asian-American and Native American), women, seniors and Actors with disabilities and is for the casting of the aforementioned Actors in roles where race, age, ethnicity, gender or the presence or absence of a disability is not absolutely essential to the play or the character's development.
- (3) It is also the intention of the parties that in furtherance of this policy, with due regard for the requirements of and suitability for employment, 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 ethnic minorities, women, seniors and Actors with disabilities.

(C) Records. The Producer will maintain for each production records of ethnic minorities, women and Actors with disabilities, and will make best efforts to maintain records on senior Actors auditioned, interviewed, hired and/or replaced and will forward such records to Equity within four weeks of the first public performance and thereafter on a quarterly basis. Equity will provide the applicable form.

(D) Notice.

(1) The Actor or applicant shall give notice to Equity of any claimed violation of Section (A), (B) and/or (C) within 28 days of the time when the claim arose, and Equity shall send written notification to the Producer within five business days thereafter. Any claim for which timely notice is not given shall be barred unless good cause for such delay is shown.

(2) A claimed violation of this Rule 26, unless satisfactorily resolved between Equity and the Producer, shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, the arbitrator shall have the authority to direct reinstatement or employment, as the case may be, and/or assess such monetary damages as in the arbitrator's opinion will make the Actor or applicant whole for such actual financial loss as the Actor or applicant may have suffered by reason of said discrimination, but in no event shall damages awarded exceed the minimum salary payable for the term of the production.

27. EQUITY: SPECIAL PROVISIONS.

(A) Equity may represent the Actor in any dispute which may arise with the Producer, and Equity may at all times, represent the Actor 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 Actor.

(B) Meetings; Privilege of Actor to Attend. The Producer shall not require the services of the Actor for rehearsals (except in cases where technical rehearsals and/or dress rehearsals are being held or rehearsals on opening date) at any time when a regularly called meeting of Equity is being held. Time off for this purpose shall not be counted as a part of that day's rehearsal.

(C) Special Power to Act for the Actor.

(1) 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 member, Equity, representing the Actor, has and is given the authority to act for and in place of the Actor and to assert the Actor's position or make the Actor's request or demand as the case may be, with all of the power and authority of the Actor, without liability to itself (A.E.A.).

(2) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, the Association has and reserves full discretionary power in giving its consent to change, modify or limit rights of any Actor under that Actor's contract, said action to be taken on behalf of the Association in writing by either the President or

Executive Director or the designee or one of the executives authorized by either of said officers to act.

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

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

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

28. EQUITY RATIO

(A) The Producer shall engage actors (including understudies if understudies are engaged) under Equity contracts in the following ratios:

(1) Year 1-No fewer than 65% of the cast shall be signed to an Equity Contract.

(2) Year 2-No fewer than 75% of the cast shall be signed to an Equity Contract.

(3) Year 3-No fewer than 85% of the cast shall be signed to an Equity Contract.

(B) The ratio shall include the Equity Assistant Stage Manager if employed but shall not include the required Equity Stage Manager.

(C) The ratio shall apply per production.

(D) No Actor who terminates may be replaced by a nonprofessional.

(E) All actors and stage managers who are members of any of the 4A's unions must be signed to Equity contracts.

(F) All nonprofessionals engaged shall sign an affidavit stating they are not members of any 4A's union. The affidavit shall also include a statement that the nonprofessional is not a non-resident alien.

29. ESTOPPEL.

Reasons given by Equity for requiring Actors to do any act such as withdrawing from a cast shall not preclude Equity from giving or relying on other or different valid reasons for its action.

30. EXCLUSIVE SERVICE OF THE ACTOR.

(A) Except as otherwise provided in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy field from the date of beginning of rehearsal and until said contract is lawfully terminated (except as provided in

Rule 41, MORE REMUNERATIVE EMPLOYMENT and Rule 70, TERMINATION) without the written consent of the Producer. The Actor shall, however, have the right to accept other employment, not conflicting with the fulfillment of the Actor's duties under said contract.

(B) The Actor shall recognize that it is the Actor's responsibility to perform under said Actors' Equity contract in the legitimate theatre. If during the term of the Actor's employment under the Actors' Equity contract, a Principal Actor receiving star or featured billing is also employed in radio or television, the Actor shall require as a condition of that employment where the radio or television program is shown or heard at the same time that the Actor will also be appearing in the legitimate production, that any advertisements, written or otherwise which publicize the Actor's appearance on radio or television must expressly mention that the Actor is currently appearing in the legitimate production.

31. HIRING "AS CAST": OBLIGATIONS TO ACTOR.

(A) If in the contract of a Principal Actor, the Actor's part(s) is not specified, then unless Equity shall otherwise order, the Principal Actor shall only be required to appear and perform in the part(s) in which the Actor performs on opening night or four weeks after the first public performance, whichever occurs first.

(B) A Principal Actor may be employed to appear and/or understudy "AS CAST" only if said Actor is signed to a standard minimum contract.

(1) When the Principal Actor is hired to appear "AS CAST," the Producer must specify the number of roles and at least two of those roles must be named on the Actor's contract at the time of signing.

(2) Principal Actors hired to understudy "AS CAST" must have the number of roles specified in the Actor's contract at the time of signing.

(3) The Principal Actor, if he/she decides not to accept an "AS CAST" assignment prior to the first public performance, may be terminated immediately without penalty to either party.

(C) Parts.

(1) The Principal Actor hired "AS CAST," except in revues, shall not, without the written consent of Equity, be required to appear and perform in any part or parts other than the part(s) the Actor appeared in, or was assigned to understudy, during the first two weeks of the run of the play. (See also Rule 72, UNDERSTUDIES.)

(2) The reassignment of understudy parts contemplated by this paragraph shall not be applicable to a case in which the Actor and Producer have agreed to a specific understudy part(s) in the original contract of employment.

(D) In no event shall the Actor be required to understudy unless the Actor's contract specifically so provides.

32. HOLIDAY SCHEDULES: THANKSGIVING, CHRISTMAS AND HOLY WEEKS.

(A) Provided the Producer shall have given the Actor two consecutive weeks of employment prior thereto, and gives the Actor two consecutive weeks of employment subsequent thereto, the Producer shall have the right to lay-off the company during rehearsals of a production during Thanksgiving Week, Christmas Week, Holy Weeks (Easter, Passover, and the Jewish New Year). Such lay-off shall be included in the production schedule, which shall be given to each Actor at the time of job offer.

(B) Should performances fall in any of the 4 holiday weeks named in (A) above, the Producer may choose to shift performances so that there may be 7 performances in the week prior to the holiday, 4 performances in the week in which the holiday falls, and 7 performances in the week following the holiday. During the 5-performance week, no rehearsal may take place on any non-performance day. This holiday schedule will be given to each Actor at the time of job offer.

(C) Thanksgiving and Christmas shall be guaranteed days off.

33. HOSPITALIZATION AND MEDICAL INSURANCE.

(A) Health Rates. The Producer agrees to pay to the Equity-League Health Trust Fund a sum equal to \$165 per week per employee covered by this agreement for every week or part of a week that the employee is under contract commencing with the employee's first day of employment. Commencing November 11, 2011, the Heath rate shall increase to a sum equal to the "A" Health rate as noted in the Agreement and Rules Governing Employment Off-Broadway (See also Rule 35(B), Injury and Supplemental Workers Compensation.)

(B) 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.

(C) For the purposes of this rule only, a week shall be defined as Monday through and including Sunday. Payments shall be made for each week or part of a week the Actor is under contract. (See also Rule 35(B), INJURY & SUPPLEMENTAL WORKERS COMPENSATION.)

34. ILLNESS AND SICK LEAVE.

(A) During Rehearsals. When the Actor is absent from rehearsal for seven days by reason of illness or injury, the Producer may terminate the Actor's contract at the end of said seven days. Equity may, in its discretion, upon appeal by the Producer, reduce this period.

(B) During Performances. If the Actor cannot perform on account of illness, injury (other than an injury as specified in Rule 35, INJURY AND SUPPLEMENTAL WORKER'S COMPENSATION) or any other valid reason, then the Actor shall not be entitled to any salary for the time during which said services shall not for such reason or reasons be rendered, except as provided in (C) below. Should the foregoing condition continue for a

period of 10 calendar days or more, either party may terminate said contract and the Producer shall pay for all services to the effective date of termination.

(C) Sick Leave. The Actor shall be entitled to one day of sick leave during the rehearsal period. At the end of the rehearsal period, this day converts to a credit of one performance of sick leave if it has not been used. Actor shall accrue sick leave at the rate of one performance for each four weeks of employment.

(1) Sick leave shall be credited at the beginning of each four week period

(2) If an Actor's salary has been reduced as a result of illness before sick leave has accrued, when the Actor earns sick leave the Actor will be reimbursed an amount equivalent to the deduction. Sick leave, however, shall not be added to or be consecutive with the Actor's vacation without written consent of the Producer.

(D) Unpaid Absence Only for Compelling Circumstances or Emergency. Where there is an Understudy on contract and ready to perform an Actor shall be entitled to take up to three days of unpaid absence in each year of employment for compelling circumstances or emergency. For purposes of this rule, a compelling circumstance or emergency shall be expressly limited to either a wedding, graduation or medical emergency and must involve a member of the Actor's immediate family (including in-laws, domestic partners and spousal equivalents). Such absence is subject to the following:

(1) Actor will give one week's written notice when possible.

(2) Producer may limit the number of Actors out at any one time for Unpaid Absence but may not limit it to fewer than one Actor per performance.

(3) Such absence may not be taken during the week between Christmas and New Year's except in extraordinary circumstances.

(4) Such Unpaid Absence may not be used by Actor to accept other work or to attend an audition.

(5) Producer may require Actor to explain the compelling circumstance or emergency.

(6) Any Unpaid Absence for a non-compelling circumstance may be granted at the Producer's sole discretion.

(E) Bereavement Leave. Actors shall be entitled to take up to three days of paid leave in each employment year to attend the funeral(s) of a member of Actor's immediate family (including in-laws, domestic partners and spousal equivalents). Actors earning a weekly salary in excess of two and a half times the applicable minimum salary shall be paid one-seventh of two and a half times the applicable minimum salary for each performance missed under this rule.

35. INJURY & SUPPLEMENTAL WORKERS' COMPENSATION INSURANCE.

(A) Worker's Compensation. The Producer must obtain and maintain Worker's Compensation insurance coverage for all Actors, Stage Managers, and Assistant Stage Managers in the Producer's employ in accordance with the requirements of the law. Failure to obtain Worker's Compensation shall make the Producer individually liable. This obligation shall survive the termination of the Actor's individual contract of employment.

(B) Supplemental Workers' Compensation Insurance. The Producer agrees to provide supplemental workers' compensation insurance supplementing Worker's Compensation Disability benefits through a group policy administered by the Equity-League Health Trust Fund at a cost not to exceed \$2.00 per Actor per week and at benefit levels not less than those existing on July 1, 2000. This cost is included in the weekly Health Rate. (See also 33(A)).

(C) Extraordinary Risk.

(1) Extraordinary Risks" are defined as, but not limited to 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.

(2) Such definition shall also include set construction which is inherently dangerous.

(3) An Actor shall also 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.

(4) Equity shall have the sole right to determine what constitutes Extraordinary Risk as defined herein, and may in its discretion order that such Risk be removed from the production. Equity's decision shall in no way reduce the Actor's right to proper insurance coverage under the provisions of this Rule.

(5) All "Extraordinary Risk" must be identified by means of a rider to the Actor's contract.

36. INTIMIDATION.

(A) An Actor shall not be compelled to participate in encounter groups or sensitivity sessions which the Actor deems dangerous to Actor's mental health or an infringement upon Actor's mental or physical privacy.

(B) If an Actor makes claim in writing to Equity within seven days that Actor was intimidated into terminating his contract by being compelled to participate in such encounter group or sensitivity session, Equity shall promptly notify the Producer. If such intimidation is acknowledged or established, the Actor shall be reinstated and shall be made whole for any loss.

(C) Neither the Producer, nor any personnel under the Producer's control, shall intentionally intimidate, harass or humiliate any Actor at any time, including, but not limited to, all communications to Actors in connection with artistic notes. However, it is understood that there is no intent to interfere with the original Director's or original Choreographer's ability to critique Actors in connection with artistic notes.

37. JUVENILE ACTORS.

(A) The following special provisions shall apply to Actors aged under 16 years at the time of signing:

(1) Producer shall provide a responsible person to supervise Juvenile Actors during the rehearsal period and, after the first public performance, from the half-hour call until

Juvenile Actor(s) is called for by a responsible parent or guardian after curtain down. This person shall not be the Stage Manager or the required Assistant Stage Manager.

(2) If tutoring is required, when the Juvenile Actor(s) are rehearsing and/or performing on "10 out of 11 ½ " hour day, all such required tutoring must be held during the permitted rehearsal hours.

(3) Dressing Rooms. Producer shall use best efforts to provide separate dressing rooms for male and female Juveniles which shall be separate from the adult dressing rooms.

(4) Working Papers. The Juvenile's working papers must be filed with the New York State Department of Labor (copy to Equity) by the Juvenile's first day of rehearsal.

(5) The foregoing shall apply until the Juvenile Actor reaches the age of 16.

(B) When Juvenile Actors are employed, the Producer will adhere to the provisions of the Child Performer Education & Trust Act of 2003.

38. LAWS GOVERNING.

(A) All contracts of employment shall be subject to, be construed by and all the rights of the parties thereto shall be determined by the laws of the State of New York except as otherwise may be provided. If there are any valid provisions of 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.

(B) 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.

39. MEDIA: RECORDING AND BROADCAST. (Formerly: TELEVISION, RECORDING AND MOTION PICTURE.)

(A) Televising, Recording and Filming. (See also Rule 44(C), NUDITY.)

(1) Except as expressly provided herein, there shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, video taping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording") in whole or in part, of any production, including rehearsals, in which Members of Actors' Equity Association are employed under terms of this Agreement without the express prior written permission of Actors' Equity Association and under terms and conditions established by it. This prohibition is also applicable to all auditions conducted in connection with the production. This prohibition shall be in effect from the beginning of employment until 19 weeks after the production has closed. Any breach of this Rule shall render the Producer liable for breach penalty payments to each Actor plus the appropriate Equity and/or AFTRA/SAG rates.

(B) Television Newscast, Three-Minute Excerpt. A Recording may be taken of the production only for the exclusive use on a Television newscast review of the production or a featured story on the production contained within the Television news program (except as provided below in Paragraph (4), Talk Shows) only under the following conditions:

- (1) During a Rehearsal.
 - (a) Recording and 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 Recording and interview session. Said report shall be initialed by the Deputy.
 - (c) Upon contemplation of Recording during a rehearsal the Producer shall make every reasonable effort to:
 - (1) Give the cast 24 hours' notice.
 - (2) Schedule only three Recording sessions and all stations must do their Recording within those three times.
 - (3) If the time of the Recording is changed, the Producer shall notify the cast of such change and of the re-scheduled time.
- (2) At a Performance.
 - (a) Recording may be for only one-half hour of footage.
 - (b) If possible, the cast must be given 24 hours' notice.
 - (c) When cameras are going to Record, cast must be given notice at the half-hour call.
 - (d) There shall be no Recording where there is any interference with the Actors or audience such as the requirement for additional lighting or the movement of machinery.
- (3) Length. No more than three minutes of any Recorded portion of the performance or rehearsal shall be shown on the Television news broadcast. Such three minute recording must not contain an entire self-contained number or scene.
- (4) Talk Shows. Promotional clips may also be used on entertainment programs subject to the following terms and conditions:
 - (a) The clips (not more than two on any one program) must be used as part of a bona fide interview in which the production is being promoted.
 - (b) The total amount of usage of Equity show clips on a program cannot exceed two minutes. Furthermore, a clip cannot contain all or substantially all of a musical number.
 - (c) All performers seen and/or heard on a clip must have given written consent to the above-described promotional use.
 - (d) Clip usage is restricted to currently running productions only.
- (5) Payment. No payment shall be required provided no payments are made to any other personnel employed in the production.
- (6) Stage Manager Required. An Equity Stage Manager is required at every Recording under this paragraph(B).
- (7) Violation. For any violation of paragraph (B), other than violations of unauthorized subsequent uses of the recording, the Producer shall pay one week's contractual salary

to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil, or criminal, that arises under a breach of paragraph (B), which the Actor has against the Producer or any third party.

(C) Advance News Rule Taping (previously known as "B-Roll"). The Producer may shoot Advance News Rule footage, provided that Producer adheres strictly to all the terms and conditions of Rule 39(B), in order to be able to supply publicity footage to television stations which cannot, for whatever reason, supply their own crews to take such footage. The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed. The Producer will be limited to one such Recording per production and remains liable for any claims resulting from any misuse of such footage.

(D) Notice to Broadcast Media. The Producer agrees to ensure that all broadcast media through which the Producer intends to promote the show shall receive a letter outlining the provisions of the contract which govern the use and/or reuse of a recording of productions under this Agreement.

(E) Use of Footage After Expiration Date of Contract. Any footage produced under Rule 39 shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

40. MILITARY SERVICE OF THE ACTOR.

If the Actor is called to report for Military Service, the Actor may cancel the Actor's contract by giving the Producer as much notice as the circumstances will permit.

41. MORE REMUNERATIVE EMPLOYMENT.

(A) The Actor shall be free to accept more remunerative employment (MRE) in the entertainment industry of not more than 1 week duration, upon best efforts of 72 hours' notice but not less than 48 hours' notice in writing to the Producer (copy to Equity), and such employment of more than 1 week's duration, upon not less than 7 days notice in writing to the Producer (copy to Equity). The Actor shall be free to exercise this More Remunerative Employment Clause whether or not the Producer has hired understudies (see Rule 72. UNDERSTUDIES.).

(B) No Actor shall give notice, short-term or otherwise, to be effective during the period of the 7 days prior to and including the first paid public performance.

(C) Any time taken for MRE shall be considered an unpaid leave of absence.

(D) The Actor shall provide written certification from the subsequent employer of more remunerative employment, including the anticipated start date and anticipated end date of such employment, upon the request of the Producer.

42. MUSICALS.

Please note that many rules in this Agreement have provisions that apply specifically to musicals or to shows with choreography. They are listed below for your convenience. Except as may be provided in these rules, all other rules of this Agreement also apply.

AUDITIONS	Rule 5
BILLING AND PROGRAMS	Rule 6
CLOTHES AND MAKEUP	Rule 13
DANCE CAPTAINS	Rule 19
DEFINITIONS	Rule 21
DEPUTIES & REPRESENTATIVES	Rule 23
EXTRAORDINARY RISK	Rule 35(C)
NUMBER IN CAST	Rule 45
PHOTOGRAPHS	Rule 49
REHEARSALS	Rule 56
SAFE & SANITARY	Rule 61
UNDERSTUDIES	Rule 72

43. NO LOCKOUTS OR STRIKES.

(A) Notwithstanding any other provisions contained in this agreement to the contrary, no Actor shall be subject to discharge, discipline, or replacement by the Producer: (1) for refusal to cross a picket line or enter upon the picketed premises if employees of the Producer other than those covered by this agreement are on strike or are picketing the Producer; or (2) for refusal to cross a picket line or enter upon the premises of an employer other than the Producer if the employees of such employer are engaged in a strike ratified by a representative of such employees, which such employer is required by law to recognize. Provided, however, that in either instance, such strike or picketing must enjoy the sanction of and be ratified by the relevant parent national or international union and provided further that the Council of Equity endorses and supports the strike or picketing and directs its members to honor such picket line or strike and further provided that the strike or picketing is not in violation of law.

(B) 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 except as provided in (A) above. No Actor shall, however, be required to perform, or to enter the theatre for such purpose, if such performance or entrance would endanger the Actor's safety.

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

(D) The provisions of this Rule shall not be deemed to affect the express rights of Equity or the Actor under Rules 8, 16, or 53.

44. NUDITY.

(A) Interviews and Auditions.

(1) ACTUAL SEX ACTS SHALL NOT BE PERMITTED.

(2) Nudity shall not be permitted at Principal Auditions except as provided below.

(3) Nudity at Auditions (Principal and/or Chorus Auditions) shall not be permitted except with the express written permission of Actors' Equity and shall be subject to the following guidelines:

(a) Actor shall not disrobe, in whole or in part, until after Actor has been auditioned as a Principal Actor or Chorus Singer and/or Chorus Dancer; and,

(b) A Stage Manager or an official Equity representative must be present; and,

(c) The direct professional and artistic capacity of all persons present must be attested to by the Producer in writing to Equity at the time the written permission is requested (i.e., Producer, Director, Choreographer).

(B) Rehearsals and Performances.

(1) ACTUAL SEX ACTS DURING REHEARSAL OR PERFORMANCE SHALL NOT BE PERMITTED.

(2) Actor shall 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 Actor signs the contract. The script shall be submitted for review if Actor so requests.

(3) 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. The applicable consent form will be provided by Equity.

(4) Photograph(s) in which any Actor appears nude or performs an act of a sexual nature shall not be used in any way without the prior written consent of each Actor appearing in the photograph, or 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 records.

(a) Prior to release or use of any film or videotape, videocassette, 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 to be released to ascertain that it conforms to the terms of the prior Release. Use or release shall not be permitted without the prior written acknowledgement of each Actor participating in a scene where any Actor appears nude, or performs acts of a sexual nature, on a fully executed Equity Nude Photograph/Video Release form that said film or videotape conforms to the terms of the aforementioned release. The Producer shall

file a copy of the fully executed release form with the aforesaid acknowledgement for each Actor with Equity.

(b) An authorized Actors' Equity Association representative must be present at all such photographing, filming or videotaping.

(5) Actor shall not, while nude, mix with the audience. The Producer shall take all necessary measures to insure that no member of the audience will be permitted backstage while any Actor is nude.

(6) Artistic renderings of nude Actors, where the Actor is recognizable, shall not be permitted without the Actor's prior written consent.

(C) It is agreed that, prior to any photographing or visual recording, the Producer will require any photographers, cameramen, artist or any other type of visual recorder of any Actor who performs a part requiring nudity or the performance of an act of a sexual nature to sign an agreement with the Actor in the approved form. (See Equity Nude Photograph/Video Release Form to be provided by Equity.)

(D) The Producer will be assessed damages of up to one week's contractual salary for each violation of any of the provisions set forth above in paragraphs (A) and (B).

(E) All of the above shall not preclude the Actor or Equity from instituting any civil action in addition to the damages set out in this rule.

45. NUMBER IN CAST.

(A) The number of Chorus employed on the day before the official opening or after 16 previews, whichever comes earlier, must be retained for the entire run of the production.

(B) The number of Principals employed on the day before the official opening or after eight weeks from the first day of rehearsal, whichever comes earlier, may not be reduced for any reason.

46. OUT OF TOWN ACTOR .

If an Actor whose residence is outside the Tri-State area is engaged under this Agreement, said Actor shall receive either free single occupancy housing which meets Equity's housing standards or a housing allowance of no less than \$250 per week in addition to the Actor's contractual salary for each week the Actor is engaged under this Agreement away from the Actor's bona fide residence.

47. PENSION FUND.

(A) The Producer hereby agrees to become a participant in the Equity-League Pension Trust Fund and to abide by all its applicable provisions, requirements and regulations and 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 to this Pension Fund in an amount equal to 8% of all payments received by the Actor from the first day of employment except for any minimum expense reimbursement required by Rules 13(B), CLOTHES AND MAKE-UP;

Rule 46, OUT OF TOWN ACTOR; 60(B), REST PERIODS, plus compensation paid in acknowledgement of reasonable, legitimate promotional expenses.

48. PERFORMANCES.

(A) Guarantee. The performance period shall be no less than 2 and no more than 8 consecutive weeks. The Producer guarantees not less than 2 weeks of performances, or compensation therefor except as provided in Rule 69(B), TERM OF EMPLOYMENT.

(B) Number.

(1) The performance week shall consist of no more than 6 performances within 6 days with no more than 5 performances in any 3 consecutive days.

(2) Performances shall not begin prior to 2:00 P.M. nor conclude later than 11:30 P.M., except when a two-night performance is given. The second of such two-night performances may not start later than 11:00 P.M. However, provided seven days' notice is given to the cast, student matinee performances may be held prior to 2:00 P.M. if 12 hours have elapsed since the conclusion of the previous night's performance.

(3) Upon two weeks' written notice to the cast and to Equity, the Producer may alter the Actors' day off to accommodate a revised performance schedule. The Producer shall post the revised performance schedule which lists performances and days off. In the event of a two week period in which there are 12 scheduled performances between days off, the number of allowable rehearsal hours in the second week shall be reduced from five hours to four hours. At least one week's written notice (copy to Equity) must be given to the company to change the performance schedule when the Actor's day off is not affected, except in emergencies, where Producer shall use best efforts to provide notice at Producer's earliest opportunity. This rule shall not apply to the rescheduling of the official opening night.

(4) A week's compensation shall be paid, even if fewer than six performances are given in any week, except that if the closing performance is on any night except Sunday night, payment to the Actor for that part of the calendar week in which the closing occurs shall be for such number of performances as, in its sole discretion, Equity shall determine is the customary number of performances for said part of said week.

(C) Weekly Hours. The weekly hours shall be as follows: Year 1 – 25 hours per week; Year 2 – 30 hours per week, Year 3 – 35 hours per week. Performance time shall be calculated as actual running time plus half-hour. Should the total actual weekly performance time exceed the hours permitted, minimum salaries shall be adjust to reflect minimum wage. (See also Rule62(A)(2), Minimum Wage Laws)

(D) Extra Performances. Extra performances in excess of six per week are permitted provided that all other requirements of Section (A) and (B) are fulfilled. Such extra performances shall be paid for at the rate of two-sixths of the Actor's weekly contractual salary, and the cast shall be given at least one week's notice of intention to give an extra performance. However, no scheduling of an extra performance shall be permitted on the Actor's day off.

(E) Payments to Actor. All performances or rehearsals for which admission is charged are to be counted and considered as performances for which the Actor is to be paid.

49. PHOTOGRAPHS AND PUBLICITY. (See also Rule 6, BILLING AND PROGRAMS and Rule 39 MEDIA: RECORDING AND BROADCAST.)

(A) The Producer may require the Actor to pose not only for customary and usual photographs, but also for photographs to appear in magazines or newspapers for the sole purpose of publicizing and advertising this production of the play. Said photographs may also be used to publicize the theatre or an upcoming season for a period not to exceed three years. Any other use of said photographs require advance written authorization from each Actor appearing in the photograph in addition to any payments which may be due under this rule.

(1) In all cases under the control of the Producer, the Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used.

(2) If the Actor does not receive proper credit in photographs or publicity under the control of the Producer, Equity or the Actor shall notify the Producer by certified letter return receipt requested of the improper credit. If such error is not corrected by at least one week after receipt of said notice to the Producer, the Producer must pay the Actor one-seventh of Actor's contractual salary for each day the error remains uncorrected.

(B) Company picture calls, except those during the authorized rehearsal hours or dress rehearsals for replacement, shall be limited to:

(1) A maximum of one during the rehearsal period.

(2) A maximum of one during the run of the production.

(C) Scheduling.

(1) Picture calls shall take place immediately following the matinee or evening performance or during the authorized rehearsal hours or dress rehearsals required for replacements.

(2) Picture calls may be scheduled between performances when two performances are given in one day only with the consent of the majority of the Actors involved taken by secret ballot. Notice of a picture call must be at least a 24 hour notice and must be posted before the half hour of a performance. If the Producer desires to take pictures at the time auditions are held, such pictures may be taken prior or subsequent to the auditions with the written consent of the Actor, prior or subsequent to the auditions, but in no event during auditions.

(3) The time during which said photographs may be taken shall not exceed two hours in the case of a dramatic play or three hours in the case of a musical comedy or revue. When the photo call follows a performance, the time of the call shall commence at the conclusion of the performance. (See also Rule 62(A)(2), Minimum Wage Laws)

(4) When photograph calls are allowed between performances the Actor shall have not less than one hour rest period between performances on a two show day and the Producer shall, at the Producer's own expense, provide the Actor(s) with a hot meal. If the calls take place after the evening performance, a meal shall be made available to the Actor at the Producer's expense.

(5) 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 6(B) or for other reasons

resulting from the replacement of an Actor, and such picture call involves three performers or in event that Rule 6(B) applies for four person casts, the time and place of such picture call shall be mutually arranged between the Producer and the Actors and such a call shall not be considered a Company picture call under the above Rule.

(6) If the photographs are taken at a time other than hereinabove specified, or if the limit of hours herein specified is exceeded, or if the limitation of Section (B) above is exceeded, the Actor(s) shall be paid not less than one-seventh of contractual salary extra for each day or part thereof employed on such photographing.

(D) Actor may not pose for nude photographs without the Actor's prior written consent. Nude photographs of an Actor may not be used in any way without the prior written consent of the Actor on a copy of the photographs to be released and on a fully executed Equity Nude Photograph/ Video Release form. A copy of the signed released photograph and the fully executed Release form shall be filed with Equity and the Producer and the Actor shall keep a duplicate copy of each photograph and Release form. (See also Rule 44, NUDITY.)

(E) The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated or required by the Producer. All interviews and personal appearances shall be at the Actor's convenience and with the Actor's agreement, and the Actor shall be paid transportation to and from any interview or personal appearance. The Producer shall have the right to designate the form of transportation.

(F) The Producer must obtain the Actor's prior written authorization before the Actor's picture may be used in conjunction with a commercial product and said authorization must specify the commercial product involved.

(1) If the Actor consents to the use of the Actor's picture, as aforesaid, the Actor shall be paid not less than \$250 for said use. Actors called to a picture call for the purpose described above, whether said call is at the theatre or elsewhere shall be paid \$150 per hour for said call, but shall be paid no additional sums for the use of pictures taken during said call.

(2) This requirement of this Section (F) shall not apply to the so-called institutional ads.

50. PRESS RELEASES.

The Producer shall use reasonable care that the Producer's press department shall drop the name of the Actor from advertising and publicity material as soon as possible after the Actor leaves the company. The Actor is at liberty to announce the Actor's subsequent engagement when or after said engagement commences. (See Rule 6, BILLING and PROGRAMS and Rule 49(A), PHOTOGRAPHS and PUBLICITY.)

51. PRODUCER LIABILITY.

The institutional Producer and the individual signatory shall be jointly and severally liable for all obligations of the Producer under this Agreement.

52. PRODUCER'S REPRESENTATIVE.

A representative of the Producer(s), who is authorized by the Producer(s) to make decisions on the Producer's behalf, shall be present at every performance at least through the opening curtain.

53. PRODUCTION PROSECUTED.

(A) Should the 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 be made against the Actor on account of being engaged in such production, either civil or criminal, the Producer shall defend the Actor at the Producer's own expense, or shall pay any and all reasonable charges laid out or incurred by the Actor in the Producer's defense, and indemnify the Actor against any loss or damage which the Actor may suffer on account of being engaged in any such production.

(B) 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 any law, and expressly agrees that should the Producer or the author be arrested or summoned on such charges, that (Equity consenting), the Actor may end and terminate the engagement forthwith. Upon such termination the Producer shall pay to the Actor forthwith all sums due under this 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.

(C) 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 the Producer's failure to do so, or for any breach of this rule, the Producer shall pay to the Actor (Equity consenting) the sum of \$5,000. 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.

54. PROPERTY: REIMBURSEMENT TO ACTOR FOR LOSS OR DAMAGE.

(A) The Producer shall reimburse the Actor for all loss and/or damage to the Actor's property used and/or to be used in connection with the play or plays covered by this Agreement; the personal clothing worn by the Actor to the theatre, and the personal clothing or personal effects or property worn or carried by the Actor to auditions; and the personal effects of the Actor, including the Actor's baggage, while such property is wholly or partly in the possession or control or under the supervision of the Producer, or under that of any of the Producer's representatives, or while said property is in any theatre, building or other place in

which the play or plays covered by this Agreement has been or is being given or is to be given; or when said property or personal effects has been in any way shipped, forwarded or stored by the Producer or any of the Producer's representatives, agents, or employees, up to a limit of \$3,000 for the Actor's personal effects and/or clothing; up to a limit of \$750 on the Actor's furs; up to a limit of \$500 for the Actor's jewelry. Actor shall give Producer notice of any claim filed under this rule within 21 days of the loss and/or damage to the Actor's property.

(B) Except that, if the Producer provides facilities for safekeeping the Actor's personal valuables, jewelry and/or cash not used in the production, while said articles are in 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 the Producer's agent for safekeeping. In this regard, the Producer agrees to provide facilities for safekeeping of said articles, and to inform all Actors of same and of the necessity for using such facilities (under the provisions of this Rule) by a written notice posted on the callboard. The Actor's signature on this notice shall be deemed proper notice to the Actor of the existence of these facilities.

(C) The Producer shall be liable as hereinabove provided whether or not the act, fault or negligence of the Producer, the Producer's agents, or representatives, 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.

(D) Except as above provided, the Producer shall not be responsible for any loss and/or damage to the personal property of the Actor over and above the limitations herein set forth, and where as to such property it is the duty of the Actor, if the Actor desires to protect him/herself against loss, to insure the same. The Producer may meet the foregoing obligation by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any loss or damage 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.

55. RECORDINGS USED IN PRODUCTION.

(A) The Actor shall not be required to work in any company where recordings or mechanical or electronic reproductions of voice are used to supply dialogue, singing and chanting, or business where live Actors might be employed, 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) However, the consent of Equity shall not be required for a Principal Actor to record a portion of the role which the Actor performs live on stage for use in the Production, provided the recording is made with the Actor's consent; and further provided that the recording is made during the regular rehearsal hours. The recording is to be used only during the period in which the Actor is employed except that if the Actor terminates his employment at any time, the Producer shall have use of the recording in performance at no additional compensation for the allowed eight performance weeks.

(C) In the event no one in the cast is appropriate for the purpose of making a recording for use in the production, the Producer may hire an Actor at the AFTRA non-broadcast, off-

camera daily rate for audio recordings or on-camera rate for video recordings provided no more than two minutes of such recorded material is used in the production for each such Actor. Any recording so produced may be used for that one production only. For recordings exceeding two minutes, Actor shall be signed to a contract for a period of not less than two weeks. A minimum payment of 3 weeks' applicable minimum salary, Pension and Health shall be made for use of the recorded material.

(D) This provision will not apply to recognizable "star" voices and Equity will not require payment for same provided the Producer obtains written permission from any such star currently living. The definition of "star" shall be determined by Equity in its sole discretion.

(E) It is understood that when a production transfers to the Mini Contract or Off-Broadway, any tape produced pursuant to the terms of this Agreement may be used in the Mini or Off-Broadway production for up to 18 weeks provided each Actor agrees in writing and is paid no less than two weeks of the difference between the Actor's contractual salary hereunder and the Off-Broadway minimum.

56. REHEARSALS.

(A) Continuous.

(1) It is agreed that rehearsals shall be continuous from the date of the first rehearsal to the date of the first public performance of the play as stated on the face of the Contract of Employment.

(2) Computation of rehearsal hours shall be consecutive from first call to each Actor on each day.

(B) Rehearsals Prior to First Public Performance.

(1) The maximum rehearsal period shall be limited to no more than 4 weeks, except for musicals (see (C) below). There shall be one day off in each workweek (Monday through Sunday) which shall be completely free from rehearsal or performance. The day off may be waived during the workweek which includes the first paid public performance or the workweek which includes the official opening (but not both) provided that there are 2 days off in the preceding workweek and that there are no more than 9 days between days off in the weeks in which this rule is invoked.

(2) Rehearsal days shall be limited to 6 out of 7 ½ hours per day. The weekly hours shall be limited as follows: Year 1-25 hours per week; Year 2-30 hours per week; Year 3-35 hours per week. An additional 5 hours may be scheduled in Year 1 and 2 that will be paid at the rate of \$7.25 per hour or legally required minimum wage, whichever is higher. The rehearsal and performance schedule must be given to Actors at the time of job offer. The additional hours may be included in this schedule or may be added later. If added later, Actors must be given at least 1 week's notice of the change in the schedule.

(3) At the Producer's request, the Actors, by unanimous vote, may agree to rehearse 5½ consecutive hours without a meal break, provided that all breaks called for in Rule 56(F) of this Agreement are honored. The 5½ hour day shall be credited as a 6 hour day. In the case of a standard 6 out of 7½ hour day where there will be a meal break, the Actors, by unanimous vote, may elect to reduce the meal break to one hour. Upon the

request of any Actor, either of the above will be revisited so that, with 48 hours notice, the Actors may elect to reinstate a 6 out of 7½ hour day. (See Rule 63 SECRET VOTE.)

(4) The above notwithstanding, in the weeks prior to and including first paid public performance, additional hours may also be scheduled for tech but shall be paid at rate of \$7.25 per hour (or current minimum wage, whichever is higher) up to a maximum of 39 hours per week (including half-hour plus actual performance times). During this two-week period, up to 3 days of 8 out of 9 ½ hour tech rehearsals of which no more than 2 may be scheduled on successive days may also be scheduled but the total hours must remain within the 39-hour limit. Any other rehearsal days in that period shall be no longer than 6 out of 7 ½ hours except that rehearsal on any performance day may not exceed 5 hours. All hours worked in these two weeks shall count against the 39-hour weekly total. The producer shall provide Actors with a schedule for this two-week period, with no less than one week's notice (copy to Equity).

(C) Rehearsals for Musical Productions. A fifth rehearsal week shall be permitted at full salary and benefits for musical productions only. This additional time is for vocal rehearsals only. This week shall precede the other rehearsal weeks and shall be limited to a 25 hour, 5-day workweek. Additional hours shall not be permitted during this week.

(D) Rehearsals During Second Week of Public Performance.

(1) 8 hours of rehearsal shall be permitted.

(2) Rehearsals may be scheduled on the day after the day off only under the following conditions:

(a) The Actors may not be called before 3:00 p.m.

(b) Rehearsal may not be called for more than 3 hours.

(c) Each Actor will be paid not less than the overtime rate for each hour, or part thereof, in which the Actor is called.

(d) If the call exceeds 3 hours, each Actor who works more than 3 hours will receive double the overtime rate. This overtime will count against the number of overtime hours permitted in Rule 56(G) below.

(3) Minimum salaries shall be adjust to reflect minimum wage for any hours worked during this workweek, including performance time, that is excess of the following: Year 1 – 25 hours, Year 2 – 30 hours, Year 3 – 35 hours. Performance time shall be calculated as actual running time plus half-hour. (See also Rule62(A)(2), Minimum Wage Laws)

(E) Rehearsals After Second Week of Public Performance. Rehearsal hours shall be limited to 5 hours per week. Rehearsals on one-performance days shall be no more than 5 hours, with no rehearsal permitted on two-performance days. There shall be no rehearsal or note sessions permitted on the day following the day off. (See also Rule 62(A)(2), Minimum Wage Laws)

(F) Breaks. Except as provided in Rule 56(B)(3) above, there shall be a recess of one and one-half hours after a period of not more than five consecutive hours of rehearsal. In addition, there shall be a break of five minutes in each hour of rehearsal for both musical and dramatic productions. If a five minute break is not given by the end of the hour, a ten minute break must be provided by the end of one and one-half hours.

(G) Overtime Limits. In no event may there be more than 6 hours of overtime in any one rehearsal week and no more than 3 hours of overtime in any one performance week without the written consent of Actor's Equity.

(H) Overtime Rates. Should the Actor rehearse more than the hours stipulated in this Rule, the Producer shall pay overtime at the current Off-Broadway 'A' overtime rate per hour for any hour or part thereof for each instance of such overtime rehearsal.

(I) Absences and Latenesses.

(1) In the event the Actor is absent from or late for rehearsals without good and sufficient cause on more than two occasions during the production, the Actor's salary will be reduced by the applicable portion of the Actor's salary for the time missed. The dollar amount of the reduction shall be based on the Actor's contractual salary (up to triple the applicable minimum salary) and the total number of working hours contracted for the Actor in the week. The reduction will be assessed in no less than quarter hour increments.

(2) Where lateness is at issue, the Producer may determine, based on the rehearsal requirements of the day, whether the Actor shall be permitted to commence rehearsing immediately, at the next quarter hour, or at the start of the next hour. If an Actor is more than one hour late to the Actor's rehearsal call, the Producer may determine whether the Actor shall be dismissed for the entire call. In that event, the Actor's salary will be reduced by the applicable portion of the Actor's salary for the Actor's entire rehearsal call.

(3) In the event a Producer determines that an Actor's salary should be reduced, the Actor must receive written notification, with a copy to Equity, within two business days of the lateness or absence. The Actor may appeal the determination in writing to the Producer, with a copy to Equity, within two business days of receipt of Producer's notice. If the matter cannot be satisfactorily resolved informally among the Actor, the Producer, and Equity, the matter will be resolved in accordance with the procedures set forth in Rule 4, ARBITRATION.

(4) If the Actor's salary is reduced twice during a production under this provision, the Actor may be subject to termination for any subsequent unauthorized absence or lateness.

(5) It is understood that for purposes of calculating the contractual workweek in paragraph (1) above, performances, including half-hour, will be deemed to be three hours. Notwithstanding the above, however, missed performances shall still be calculated in sevenths. In no event may the Actor's salary be reduced by more than one week's contractual salary in any one week.

(6) A daily record of latenesses and absences, excused or unexcused, shall be part of the Stage Manager's records. An Actor's daily record will be available to the Actor and Equity upon request.

(7) A half-hour Equity meeting between the cast and an Equity representative, intended to be part of the first Equity meeting with the Company, will be scheduled during the rehearsal period to discuss this rule. The entire cast will be required to attend and the meeting will be considered a part of the permitted rehearsal hours for the week. (See also Rule 23(B).)

(8) IT IS THE INTENT OF THIS RULE THAT IT SHALL BE APPLIED UNIFORMLY.

(J) Rehearsal Pianist. The Producer shall provide, at the Producer's own expense, piano rehearsal for all musical rehearsals in musical productions where there is live musical accompaniment.

(K) Attendance at. After the first paid public performance, if the Actor has other paid employment in the entertainment industry on a particular day and notifies the Producer in advance for that purpose, said Actor shall not be required to attend a rehearsal called on said day.

(L) Notes. Notes may not be given after the half-hour call except by the Stage Manager.

(M) Notice. Absent special circumstances, rehearsals and/or note sessions may be called only upon 24 hours' written notice. This provision shall apply to all performing Actors for regular brush-up rehearsals and for replacement calls when the Producer has more than 24 hours' notice. Understudy calls will be made on 24 hours' notice when the Producer has more than 24 hours' notice of the need for such a call.

(N) Costume Measuring. (See Rule 13, CLOTHES AND MAKE-UP.)

(O) Rehearsals Discontinued or Play Abandoned. If a production is abandoned before or during rehearsals, the Producer shall pay the Actor a sum equal to four weeks' contractual salary plus all rehearsal salary due to date.

(P) Picture Calls. (See Rule 49(A), PHOTOGRAPHS AND PUBLICITY.)

57. REOPENING OF A PLAY.

A play once closed shall not be reopened within eight weeks of its closing, or reopen under any Equity contract, except the Production Contract or Special Production Contract (See Rule 17(A)) without the consent of Equity. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

58. REPLACEMENT OF ACTOR.

(A) Unless Equity shall otherwise order, the Actor may not be required to alternate with an understudy or successor and if replaced by either, the Actor may not thereafter be required (unless Equity otherwise orders) to act again in the part or to report at the theatre for that purpose. Payments, however, shall be continued to be made to the Actor according to the terms of the Actor's contract.

(B) Reassignment of Part or Role. Once a part or role has been contractually assigned to an Actor, said part or role may not be withdrawn by the Producer after the first four weeks of performance or opening night, whichever comes first, without the written consent of the Actor.

(C) Inability to Perform.

(1) If the Actor is temporarily replaced for a single performance because said Actor is late for half hour or appears at the theatre unable to perform due to intoxication or similar cause, the Producer, subject to the provisions of Rule 4 may determine that the Actor shall not perform. In this instance 58(A) shall not apply and the Actor shall be required to

perform thereafter, provided the Producer notifies Equity in writing of such action, and the reasons therefor within 24 hours. Should such temporary replacement be determined to be without just cause by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a result of the Producer's action, and shall continue to perform under the Actor's contract.

(2) Should the Producer dismiss an Actor for inability to perform due to intoxication or similar cause and so notify the Actor in writing, and also notify Equity of such action and the reasons therefor within 24 hours, the above provisions shall not apply. If it should be determined by an arbitrator or by other mutually agreeable means that the dismissal was without just cause (see Rule 70(C)), the Actor shall be paid full salary for any performances not played as a result of the Producer's action and shall be required to immediately resume the Actor's performances when notified to do so by the Producer. Payment for the missed performances must be paid prior to the Actor resuming performances under the Actor's contract. Pending the determination the Actor need not report to the theatre. Unless it is determined by an Arbitrator or by other mutually agreeable means that such dismissal was unjustified, the provisions of (C)(1) shall also not apply.

(D) Should a Producer dismiss or give an Actor notice whereby the Producer terminates the Actor's employment (except where employment is terminated during rehearsals or under the provisions of Rule 58(C)), the Producer may not re-engage the Actor for the same part or replace the Actor by another Actor at a lesser salary than the highest salary in the original contract without the written consent of Equity.

(E) Part Cut Out.

If an Actor's part is cut out before the first public performance, the Producer shall pay to the Actor a sum equal to four weeks' contractual salary plus any rehearsal salary due.

59. REPORTS.

(A) The Producer must furnish Equity, on a form supplied by Equity for that purpose, or a computerized version of said form, with a weekly "Pension and Health" report listing all Actors employed by the Friday following the last performance of the week. The Producer must also submit to Equity a weekly Box Office Statement (see Rule 62(B) Box Office Statements). Failure to file such reports and/or statements 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. (See also Rule 67(B), STAGE MANAGERS.)

(B) The Producer, provided the Producer does not file Pension and Health reports and or Box Office Statements for four weeks, shall pay to the Actors' Equity Foundation, Inc. the sum of \$25 for each subsequent week of failure to file.

(C) Pension and Health Reports shall be sent to:

- (1) AEA Contracts Department (with Box Office Statements);
- (2) AEA Membership Department;
- (3) Equity League Health Trust Fund;

(4) Equity League Pension Fund.

60. REST PERIODS.

(A) 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.

(B) Between Performances.

(1) Whenever there is less than one and one-half hours between curtain down and half hour, the Producer shall pay the Actors the sum of \$15.00.

(2) Under no circumstance may there be less than one and one-half hours between two-night performances from the close of the first performance to the start of the second performance.

(3) Should an Actor request food, it will be made available at the beginning of the rest period at the Actor's expense.

(See also Rule 56(B)(3) & Rule 56(F), REHEARSALS.)

61. SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

The Producer agrees to provide the Actor with safe and sanitary places of employment. (See also, Rule 5(E) AUDITIONS, Safe and Sanitary Conditions.)

(A) Floors, Condition of:

(1) Actors shall not be required to rehearse, audition or perform dances or musical staging on concrete or marble floors or any other surfaces which Equity shall reasonably deem to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which does not provide adequate resilience.

(2) Where a portable stage is used, platforms 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 adequately supported to prevent accident or injury.

(3) All backstage stairs and step units shall have non-slip treads and luminous markings

(B) Actors with Disabilities. Should an Actor with disabilities be employed, reasonable accommodations shall be provided. Additionally, should a Stage Manager with disabilities be engaged, and the Stage Manager's booth is not accessible, Producer shall make an alternative space available.

(C) Rehearsal Spaces. The Producer agrees not to rehearse in any space that has not been previously inspected and approved by a Representative of Actors' Equity. Rehearsal Spaces shall include:

(1) Heat and air conditioning as necessary.

(2) One private toilet for each gender.

(3) Adequate wash basins with adequate hot and cold water.

(4) Proper ventilation.

(5) Touch-tone phone for local calls only. (Non-Touch-tone telephones already in place on November 2, 1997 will be grandfathered under this rule.)

(6) For dance rehearsals: sprung dance floor.

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

(8) First Aid kits, stocked with adequate supplies, shall be available to rehearsal areas and easily accessible at all times.

(D) Performance Spaces.

(1) All stage areas (including non-traditional stage areas) will be well ventilated and every effort will be made to keep stage areas at a comfortable and healthful temperature by the time of the Actors' call. Should temperatures exceed or drop below a comfortable and healthful level, appropriate modifications will be made in order to allow Actors to perform comfortably. Appropriate modifications may include but are not limited to costume adjustments, fans, portable air conditioning units, portable heaters, ice packs and cool drinking water.

(2) Telephone. A touch-tone telephone for local calls only (excepting telephones installed as of November 2, 1997) shall be provided backstage for Actors' usage.

(3) Cots. The Producer shall provide a cot backstage for any Actor who may become ill during a rehearsal or performance. When there are both male and female Actors in the cast and the only area for cots is in the dressing rooms, Producer shall provide one cot for the male Actors and one cot for the female Actors.

(4) Producer shall post such notices as are required by the regulations of the Occupational Safety and Health Administration.

(E) Dressing Rooms. Minimum sanitary facilities shall be:

(1) One dressing room for men.

(2) One dressing room for women.

(3) Adequate washbasins, which shall not be located in the toilet enclosure, with adequate hot and cold water, not custodial sinks. Paper Towels and soap shall be readily available.

(4) 30 inches of dressing table space with mirrors near for each Actor.

(5) All dressing rooms shall have adequate lights, mirrors at least one foot by two feet in dimension, shelves and wardrobe hooks for Actors' make-up and dressing equipment, and clothing racks or their equivalent with hangers for the Actors' personal clothes.

(6) Use of fluorescent lights for make-up purposes is prohibited unless the fluorescent lighting is specifically warranted by the manufacturer to be for theatrical make-up purposes.

(7) All dressing rooms must be properly heated in cold weather and shall be properly air-conditioned in warm weather as necessary. Each dressing room must be equipped with

an air-conditioning system, air-cooling system, or some similar type of mechanical device. Heating and air conditioning systems shall be properly maintained in good working condition, and cleaned as necessary to insure proper ventilation and the circulation of air. Producer shall use best efforts to supply these devices immediately upon notification from Equity. Should the Producer fail to take steps to provide adequate mechanical devices within 48 hours of notification from Equity, the Actor, Equity consenting, shall not be required to remain at the theatre. Ventilation of dressing rooms shall meet the standards set by the municipal health codes.

(8) All dressing rooms shall be maintained in a clean and sanitary condition. Rooms must be cleaned at least once each working day. Floors shall be washed or vacuumed at least once each week.

(9) Each Actor shall use best efforts to keep Actor's own dressing room and/or area clean and shall not leave any open food containers in dressing rooms or anywhere in the theatre.

(10) Dressing rooms shall be painted and maintained as necessary. Peeling paint and loose plaster shall be repaired upon written notification by Equity at the Producer's earliest opportunity.

(F) Lavatory and Toilet Facilities. Minimum facilities shall be:

(1) One private toilet for each gender. Said toilets shall be in permanent enclosures or separate rooms, with toilet paper readily available.

(2) Adequate wash basins, with adequate hot and cold water, not custodial sinks, shall not be located in the toilet enclosure. Paper towels and soap shall be readily available.

(3) In any production which has dancers, requires nudity, or requires the use of body make-up, showers separate from other sanitary facilities must be provided. All theatres built after 1970 or renovated after November 2, 1997, must have showers and all showers must have hot and cold running water.

(4) Washrooms, showers and toilets must be cleaned at least once each working day. Floors shall be washed or vacuumed at least once each week.

(5) Washrooms shall be painted and maintained as necessary. Peeling paint and loose plaster shall be repaired upon written notification by Equity at the Producer's earliest opportunity.

(6) The facilities listed above in (E) and (F) must be separate from audience facilities and easily accessible to the cast at least one-half hour before Actors' call time.

(G) Stage Managers' Booths. Stage Manager's booth shall have:

(1) Adequate table space for the Stage Manager's use; an adequate adjustable seat; Adequate lighting; and, to the extent possible, an unobstructed view of the stage. (If the view is substantially obstructed, a video monitor shall be provided.)

(2) The Stage Manager's booth shall also have an audio monitor from the stage and a communication and/or paging system in working order between the booth and the dressing rooms. (If an Assistant Stage Manager will always be on headset backstage,

then a communication system both between the booth and the stage and between the stage and the dressing rooms will be deemed sufficient.)

(3) All obstructions, (i.e., pipes, conduit, ducts, beams, any other protrusions extending into the booth) must be clearly marked and securely fastened. All electrical devices must be shielded per OSHA regulations.

(4) Access-ways must have adequate lighting and adequate handrails. Treads on stairways and/or permanent ladders shall be maintained in safe condition and OSHA approved.

(5) The Producer agrees to provide adequate secure, lockable space for the Stage Manager's belongings.

(6) The Stage Manager's booth must be properly heated in cold weather and shall be properly air conditioned in warm weather as necessary. Heating the Stage Manager's booth may be accomplished by means of a space heater, provided that there is room and the space heater would not present a safety hazard. Heating and air conditioning systems shall be properly maintained in good working condition, and cleaned as necessary to insure proper ventilation and the circulation of air.

(7) The Stage Manager's booth shall be maintained in a clean and sanitary condition. Floors shall be washed or vacuumed at least once each week.

(8) The Stage Manager's booth shall be painted and maintained as necessary. Peeling paint and loose plaster shall be repaired upon written notification by Equity at the Producer's earliest opportunity.

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

(I) Extermination. Producer agrees to provide extermination service as needed.

(J) First Aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to dressing rooms.

(K) Smoke and Haze Effects.

(1) Permitted Substances. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in, and in accordance with the specified limits set forth in the *HEALTH EFFECTS EVALUATION OF THEATRICAL SMOKE, HAZE, AND PYROTECHNICS*.

(2) Notice Requirement. Prior to the use of any smoke or haze effect, the Producer must send written notification to Equity. The Producer must notify Equity of the name of the manufacturer, machine, fluid, attachments, any other products to be used and whether the effect will be following the time and distance calculations in the *EQUIPMENT-BASED GUIDELINES FOR THE USE OF THEATRICAL SMOKE AND HAZE* or a portable air-sampling monitor as outlined in the *EVALUATION OF SHORT-TERM EXPOSURES TO THEATRICAL SMOKE AND HAZE AIR SAMPLING PROTOCOL* both prepared by ENVIRON International Corporation dated May 14, 2001 and as may be amended by Environ and Mount Sinai.

(3) Thereafter, the Producer must notify Equity, in writing, of any changes and/or additions to the original notification not later than 72 hours prior to the first use. The Producer must post all written notifications to the Actors' callboard.

(L) Inclined Playing Surfaces.

(1) No inclined playing surface (i.e. raked stages, ramps, etc.) will be permitted without the express written permission of Actors' Equity Association.

(2) If an inclined playing surface is contemplated, then the producer shall promptly notify Equity of its proposal, in writing, and provide such information as Equity may request. In no event shall any inclined playing surface be constructed without Equity's prior approval.

(3) If permission for an inclined playing surface is granted, the theatre will institute the following protocol:

(a) Health Care Practitioner Consultation with Performing Artists: Content and Timing

(1) At least one consultation with a health care practitioner should occur during the planning period of the production to advise Producers and the Director or creative team member designated by the director for movement (i.e. fight director, choreographer, etc.) of areas of increased risk for musculoskeletal injury/illness (set design, costumes, shoes, rake and floor surfaces, puppets, wigs, headpieces, etc.)

(2) At least one observation and at least one instruction session to the cast during the rehearsal period prior to the first paid public performance. The observation by the health care practitioner is to determine health and safety issues that will be incorporated into the educational sessions for the cast members and/or will require modification. The health care practitioner will review musculoskeletal injury/illness risk management techniques that will include, but are not limited to ergonomics of lifting, costume and shoe modifications for safety, appropriate physical training (e.g., warm-up, cross training, strengthening/stretching, etc.), and best ergonomic use of stage surfaces/props. When possible, instruction should occur in the theatre environment and use the actual tasks, staging, and materials the performing artists will employ during production.

(3) A follow-up observation during the production to instruct new cast members of the previously reviewed musculoskeletal risk factor management techniques.

(b) Identifying Qualified Health-Care Practitioners

(1) The health care practitioner should be licensed in a field that includes formal training in human anatomy, physiology, kinesiology, biomechanics and ergonomics. The health care practitioner's training or experience should include the skills and abilities necessary to assess risk factors associated with musculoskeletal injury/illness. Licensed professionals with such training include physical therapists, occupational therapists, and physicians. However, individuals in other licensed/certified health care professions may be appropriate after demonstrating equivalent study/knowledge in these areas.

(2) It is highly recommended that health care practitioners should have:

(a) Previous work experience with performing artists that includes work performed in a clinic and at the worksite (theater).

(b) A minimum of two (2) years of health care professional experience.

(3) Notice Requirement. The Producer must provide Equity with the name and qualifications of the health care practitioner. Thereafter, the Producer must notify Equity immediately, in writing, of any changes from the original notification. The Producer must post all written notifications to the Actors' callboard.

(M) Notwithstanding any other provisions of these Rules or the individual Contracts of Employment, Equity in its sole discretion shall determine whether the aforementioned Safe and Sanitary Conditions are being properly maintained.

62. SALARIES.

(A) Minimum Salaries:

Weekly minimum salaries will be as follows:

Year 1-Actor-\$182.00; Stage Manager-\$219.00; Assistant Stage Manager-\$201.00

Year 2-Actor-\$218.00; Stage Manager-\$262.00; Assistant Stage Manager-\$240.00

Year 3-Actor-\$254.00; Stage Manager-\$305.00; Assistant Stage Manager-\$280.00

(See also Rule 56(B)(2) Rehearsals allowing additional rehearsal hours at hourly rates.)

(1) Where pro-rata salary is permitted, payment shall be at the rate of one-sixth of contractual salary for each day of rehearsal or part thereof or each performance given.

(2) **Minimum Wage Laws.** Minimum salaries noted above shall be adjusted should either the legally required minimum wage be increased or so that no Actor shall work for less than the minimum wage based on the maximum number of hours permitted under this Agreement (e.g. rehearsal, performance, costume measurement, photo call, etc).

(B) Box Office Statements.

(1)) The Producer is required to submit at end of production Box Office Statement to Equity showing both daily and weekly receipts by the tenth day following the last performance of the production that the statement covers. The statement must reflect the number of seats sold at each price.

(2) Weekly Gross. It is agreed that the term Box Office Gross, shall be defined in accordance with the Approved Production Contract, as amended below.

(3) All sums received from ticket sales to the Play allocable to performances given in such week less the following deductions:

(a) Customary commissions and fees, as may be prevailing from time to time, paid to or retained by third parties in connection with theatre parties, benefits, American Express or other similar credit card plans, telephone sales, automated ticket distribution or remote box office, e.g. Ticketron and Ticket World (but not ticket brokers), and commissions or fees for group sales;

(b) Commissions and fees paid to or retained by credit card companies for sales of tickets;

(c) Subscription fees;

(d) Receipts from two performances of the Play in each calendar year to the extent such receipts are contributed for theatre-related charitable purposes;

(e) If applicable, library discounts, student tickets and other discount ticket expenses, value added taxes and entertainment taxes, if any;

(f) Any sums included as Gross Weekly Box Office Receipts in a prior performance week which subsequently are refunded or uncollectible due to dishonored checks, invalidated credit card receipts or for any other reason.

(C) Checks: When Check is Payment. The Actor's acceptance of any payment or the cashing of any check shall not waive the Actor's claim for the full amount of compensation that the Actor or Equity may claim is due under the terms of this Agreement or the individual Actor's employment contract. The amount the Actor does receive, however, shall serve as credit against the full amount of the claim.

(D) Contingent Compensation. No employment contract shall be entered into by the Producer or Actor where compensation is contingent upon receipts without the written consent of Equity, which consent will not be unreasonably withheld. In no case shall compensation be contingent upon profits.

(E) Actual Salary. The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract. A new contract will be issued and signed whenever the Actor's salary is increased.

(F) Additional Duties. The Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefore. Additional work is defined as playing additional parts, doing additional understudying or doing additional work as Assistant Stage Manager, not specified in the Actor's contract at the time of its original signing. (See also (G) below and Rule 67(K)(2)(c).)

(G) Set Moves.

(1) Definition of Work Permitted Without Additional Compensation:

(a) 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 utilized 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. In no event may an actor be required to pre-set scenery before the show or at intermission, nor shall any actor be required to strike scenery at intermission or after the show except when such pre-set or strike takes place in view of the audience (a vista). This shall not preclude an Actor from choosing to pre-set his/her own props.

(b) 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 utilized by such Actor, provided that such action coincides with 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.

(2) Definition of Work Permitted With Additional Compensation.

(a) Actor shall be permitted, upon payment of additional compensation to make entrances and exits for the primary purpose of setting props and small set pieces and for moving furniture and set pieces specifically designed to be easily utilized by such Actor, provided that such assignments do not prevent or preclude the Actor from fulfilling Actor's customary duties as an Actor.

(b) Actors shall be paid additional compensation, if assigned special blocking (staging), the primary purpose of which is to set props, small set pieces, move furniture, and set pieces specifically designed to be easily utilized by such Actor. Such assignments shall not prevent or preclude the Actor fulfilling Actor's customary contractual duties as an Actor. Special blocking (staging) shall be defined as blocking (staging) which requires Actor to arbitrarily remove himself or his character from the action flowing out of and related to the plot of the play in order to accomplish the prop or set move, interrupt the flow of Action on the stage, or any such move accomplished during such interruption of the action of the play, including but not limited to those accomplished during blackouts, dim-outs, or such other conventional interruptions during which scene shifts take place.

(3) Definition of Work Not Permitted Except With the Permission of and Under Terms Satisfactory to Equity.

(a) Set or prop moves which are inherently hazardous due to location on stage, weights of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery or simultaneous movement of other scenery or effects shall not be undertaken by the Actor without the express consent of Equity.

(b) 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 shall not be undertaken without the express consent of Equity under the terms satisfactory to it.

(4) Compensation.

(a) Additional duties as defined hereunder shall be assigned to the Actor by Rider to Actor's employment contract. It is agreed that assignments may be withdrawn or reassigned at the discretion of the Producer and that additional compensation payable hereunder may likewise be adjusted upon execution of a rider to the Actor's employment contract. The Actor shall not be required to do any set or prop moves without mutual agreement and an additional negotiated compensation therefore, which shall not be less than \$5.00 per move per week.

(b) An Actor who performs as a Swing, Understudy, or temporary replacement in a part which involves set or prop moves for which additional compensation is required, shall be contracted as outlined above and shall be paid pro-rata for each performance.

(c) Payment hereunder shall be in addition to Actor's contractual salary unless Actor has agreed at the time of signing Actor's original contract of employment that any payments over minimum salary shall cover set and prop moves as set forth herein.

(H) Overtime. (See Rule 56(H).)

(I) Payment Due. All salaries shall be paid to the Actor no later than the end of the day before the last banking day in the week. When paid, the Actor shall be issued a stub or other record of gross salary, increments and dates thereof, itemized deductions, and net salary. If the Producer employs a computerized payroll service, the computer generated paycheck shall include year-to-date calculations.

63. SECRET VOTE.

(A) At all meetings of the AEA members of the company called by the Deputy and/or Stage Manager 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, the Producer shall notify the Deputy and the Stage Manager and the Deputy shall arrange a meeting of the cast which may be held at the theatre where the company is playing.

(C) At such meeting or meetings, neither the Producer nor the Producer's representative shall be present other than to explain the Producer's position. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

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

64. SECURITY AND SECURITY AGREEMENTS.

(A) 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."

(B) 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 maintain with Equity a satisfactory security as required by Equity's existing Security Agreement and Rules.

(C) Bond.

(1) A sum equal to a minimum of two weeks' contractual salary for all Actors under contract plus the applicable pension and health for two weeks shall be deposited as security with Actors' Equity Association in a form acceptable to Equity.

(2) A sum of \$200 shall be deposited which shall represent a potential bookkeeping charge to be retained by Actors' Equity Association should it be called upon to deduct money from the bond.

(3) An additional sum of 15% of the total of the two weeks' salaries, benefits and bookkeeping fee, which shall represent a contingency fee, shall be deposited.

(4) The entire bond, including the potential bookkeeping charge, is returnable to the guarantor 28 days after the termination of the engagement providing all the Producer's obligations have been met.

(5) 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.

(6) No Actor shall work or be required to work or continue in the employment of any person or Theatre 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.

65. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.

(A) The Producer, during the term of the Actor's contract, shall pay any and all taxes or payments required to be paid by employers in accordance with the following:

(B) The Producer agrees to provide Social Security Benefits under the elective provisions of the Social Security Law, if the Producer is not required to provide benefits under the law.

(C) In the event the services of the Actor are not subject to the compulsory provisions of the New York State Unemployment Insurance Law, then the Producer hereby agrees that the Producer will elect to cover the Actor and pay contribution on the earnings of the Actor under the elective provisions of said Law.

(D) In the event the 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.

(E) The Producer agrees to furnish the Producer's unemployment registration number to the Actor and to Equity as soon as such number is assigned to the Producer.

66. STAGE FIGHTING.

A stage fight shall be defined as any directed or choreographed proximate physical action involving two or more people, done in sequential order that creates the illusion of either comic or dramatic violence. This may include slapstick, use of props or weapons, set pieces or human interaction. The actions in sequential order may be done to counts or may be spontaneous.

The following regulations shall govern whenever a production requires Actors to enact a fight:

(A) Prior to rehearsing or performing in said stage fighting, the Actor shall agree in a contract rider to participate in stage fighting.

(B) All stage fights will be staged with on-site consultation by a qualified professional (i.e., one who has, through industry-recognized training and experience, proven ability to perform and supervise the maintenance of safe stage fighting).

(C) If the production has three or more Actors who participate in stage fighting, a Fight Captain, designated by the Fight Director, shall be assigned no later than the second day of fight rehearsals. The Fight Captain shall be compensated an additional 10% contractual salary beginning with the week of the first paid public performance

(D) At the express discretion of the Fight Captain and/or Stage Manager, all Actors who participate in a fight may be required to run through the routine or any 10 minute segment of it before half hour of each performance, except before the second performance on a two-night performance night. The Fight Captain shall lead such run throughs. These rehearsals shall not come out of regular rehearsal hours and shall not be subject to overtime.

(E) All equipment used in the performance of any stage fight shall be checked for safety purposes prior to each performance.

(F) Except in an emergency, performing members of the company shall rehearse fights with Understudies during regular rehearsal hours. However, in any event, at least once prior to the Understudy's performance in any fight role, the Fight Captain and/or Stage Manager will rehearse all Actors affected by the cast change in the fight using actual performance props and weapons.

(G) After the first paid public performance, the Fight Captain and Stage Manager must be consulted before any changes are made in a fight routine.

(H) The Producer agrees to call the Fight Director or his/her designee when requested to do so by the Fight Captain and/or Stage Manager.

(I) All rehearsals shall utilize tumbling mats. The Producer shall provide any necessary protective clothing for rehearsal and/or performance. (See Rule 13(F).)

(J) Proper first-aid information and equipment (including ice-packs) shall be made available at any rehearsal or performance site where stage fighting/violence occurs. (See Rule 61(C)(8).)

(K) Weapons. Whenever firearms are used in a production, there shall be a safety demonstration for the entire company, prior to the first paid public performance, or use of firearms in rehearsal, whichever occurs first, which demonstration time shall be counted as rehearsal time. Thereafter, safety demonstrations and/or instructions shall be required for all affected replacement Actors and Understudies, before their first paid public performance, which demonstration time shall be counted as rehearsal time. Any and all modifications to firearms shall be done by a licensed gunsmith.

67. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.

(A) Stage Managers shall be employed on Equity contracts.

(B) There shall be at least one Stage Manager for each production. The Stage Manager shall be engaged at least one week before the beginning of rehearsal and shall receive at least one week's contractual salary before rehearsals begin. Weekly reports must be filed for the Stage Manager's pre-production weeks. Stage Managers and Assistant Stage

Managers shall not be permitted to act except in an emergency. Stage Managers shall not be permitted to understudy.

(C) An Assistant Stage Manager shall not be required. If an Equity Assistant Stage Manager is not engaged, an assistant to the Stage Manager must be engaged whose primary function will be to assist the Stage Manager.

(D) Stage Managers and Assistant Stage Managers shall not be permitted to act except in an emergency.

(E) The Stage Manager or Assistant Stage Manager (if engaged) shall not perform any stage managerial duties of any nature for a Producer without a signed contract (after security has been properly posted with Equity) and instructions from the Producer as to the work.

(1) The contractual compensation agreed upon between any SM or ASM and the Producer shall be paid from the time the Stage Manager is first called.

(2) However, should the Producer require the Stage Manager to perform any stage managerial duties in a production any time prior to the week before rehearsals begin, or require the ASM to perform any stage managerial duties in a production any time prior to the week rehearsals begin, the Producer shall pay the SM or ASM at the rate of no less than one-sixth of contractual salary for each day of employment. In these cases no contract is required to be signed, but the Producer must sign an agreement with the SM or ASM that such pre-production work is required. This agreement must be filed with Equity.

(3) When the SM or ASM is required to perform services in a production after the production has closed, he/she shall be paid at the rate of no less than one-sixth of contractual salary for each day of such employment.

(F) There will be at least a 12 hour rest between the end of work on one day and the beginning of work on the following day. Any violation of the rest break will be compensated at the Actor's overtime rate.

(G) The Producer shall employ the Producer's best efforts to see that all Stage Managers' booths shall be air-conditioned, or heated where conditions allow for separate heating. Heating of Stage Managers' booths may be accomplished by means of a space heater provided that there is room and that the space heater would not present a safety hazard. (See Rule 61(G)(6).)

(H) Should a Stage Manager and/or Assistant Stage Manager, during the time he/she is under contract, be called upon to perform additional services, including rehearsal of principals, understudies and/ or replacements for a National Tour, Bus & Truck Tour, Las Vegas, other productions or any other version of that production, (including an Off-Broadway transfer) and in which the Producer bears a financial interest, the Stage Manager and the Producer (or the Producer's designee) shall negotiate an additional compensation for such additional services in an amount which shall not be less than \$50 per day. For purposes of this Paragraph (G) only, financial interest shall not include royalty, license or assignment.

(I) It is understood that the annotated production script is the sole property of the Producer. However, a member of the Stage Management Staff will not be required to prepare any production script specifically for publication purposes. In the event that the Producer does request a member of the Stage Management Staff to prepare or alter a script so that it is appropriate for publication, the member of the Stage Management Staff may agree provided that he/she is paid no less than \$250 for such preparation.

(J) A member of the Stage Management Staff shall be present in the rehearsal area and during all performances except in an emergency. The Stage Manager's or Assistant Stage Manager's duties shall not be performed by anyone other than a Stage Manager or Assistant Stage Manager respectively, under an Equity contract.

(K) Work Conditions for Stage Managers and Assistant Stage Managers.

(1) Stage Managers.

(a) It is agreed that the Stage Manager's function is a full-time one.

(b) The Stage Manager must not be required to function in areas which impinge upon his primary duties as a Stage Manager.

(2) Assistant Stage Managers.

(a) It is agreed and understood that the primary duties of the Assistant Stage Manager are to monitor safety backstage and on stage, to check presets and supervise scene changes, and to assist and back up the Stage Manager. The Producer agrees to hire stagehands as necessary to do scene shifts.

(b) The Assistant Stage Manager may participate as necessary in scene shifts only to the extent that such participation does not interfere with the ASM's primary duties.

(c) Compensation for participation in scene shifts shall be subject to Rule 62(G)(4)(a) of this Agreement.

(3) The following are not Stage Managerial duties and members of the Stage Managerial staff are prohibited from agreeing to:

(a) Participate in the ordering of food for the company;

(b) Transport the company from theatre to theatre or be responsible for the maintenance of any vehicle;

(c) Perform the duties which are properly those of stage hands (except as noted in Rule 67(K)(2)(b) above), house management staff or box office personnel;

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

(e) Arrange for living accommodations for the company, but may act as the means of communication between the Actor and the Producer.

(f) Members of the Stage Management staff are prohibited from handling contracts, having riders signed or initialed, or from fulfilling any other function which normally comes under the duties of the General Manager or Company Manager (which is not

to preclude delivery of contracts and/or riders in a sealed envelope to or from the individual Actor).

(g) Members of the Stage Managerial staff shall be prohibited from signing the closing notice of the Company or the individual notice of termination of an Actor's contract.

(h) Members of the Stage Managerial staff are prohibited from the making of payments or any distribution of salaries.

(i) Members of the Stage Managerial staff are prohibited from doing janitorial, custodial or building maintenance work as part of their Stage Managerial duties including securing and locking any part of the theatre or backstage areas.

(L) When an Assistant Stage Manager is engaged, for any performance the Stage Manager is not present at the theatre in his capacity as Stage Manager and no temporary replacement Stage Manager is hired, the Assistant Stage Manager shall receive not less than the minimum salary for Stage Manager.

(M) In the event a replacement Stage Manager/Assistant Stage Manager is hired (including vacation cover), the replacement must be engaged for a minimum training period of two performances. The replacement shall be paid no less than one-sixth of contractual salary for each performance of training. Training shall be defined as working backstage to learn the show.

(N) Special Qualifications.

(1) In order to maintain the integrity of the Stage Management function, in no event may the Producer hire a member of the Artistic, Administrative, Production Staff or Board of Directors as Stage Manager unless that Stage Manager also qualifies by having been employed as a Stage Manager for not less than 20 weeks' on an Off-Broadway Contract (including Mini-Contracts and/or NYC Letter of Agreement Contract), Cabaret, LORT, Production, SPT, Stock, or URTA Contract or in three separate such productions as the Stage Manager, or 40 weeks or in 6 separate productions as an Assistant Stage Manager, or a combination of these (2 weeks or 2 productions as the an Assistant Stage Manager equals 1 week or 1 production as a Stage Manager) or has comparable professional stage management experience as reasonably determined by Equity.

(2) It is agreed that the Assistant Stage Manager's function is a full time one. The position of Assistant Stage Manager shall be a *bona fide* one and the person signed to the Assistant Stage Manager contract shall fulfill that function.

68. TELEVISION, RECORDING AND MOTION PICTURE (See Rule 39. MEDIA: RECORDING AND BROADCAST).

69. TERM OF EMPLOYMENT.

(A) The Producer guarantees the Actor not less than two weeks of performances in addition to any rehearsal time.

(B) An Actor replacing another Actor shall be guaranteed at least one week's employment with a minimum of one week's health contribution plus one-sixth of rehearsal pay for each day or fraction thereof the Actor is called upon to rehearse.

70. TERMINATION (See also Rule 41, MORE REMUNERATIVE EMPLOYMENT and Rule 58, REPLACEMENT OF ACTOR.)

(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, faxed or mailed to Equity forthwith by the party (Actor or Producer) giving notice. Full power is reserved to the Council of Equity to grant relief from this Rule where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.

(B) All notices to the Producer may be given to the Producer personally, or the Company Manager in writing. Notice to the Actor must be given to the Actor personally in writing unless the Producer has procured the address of the Actor in which case, unless otherwise provided, (see Rule 34(A)), it may be given by mail or telegram. All communications which refer to the company in general shall be posted upon the Call Board.

(C) Either party may terminate the contract at any time by giving the other party no less than 2 weeks' written notice, a copy of which shall be filed with Equity. All rehearsal salary due must be paid and, should the Producer terminate, the Producer must have met the 2 week performance guarantee. However, beginning with the first paid public performance, no Actor may be terminated except for Just Cause (see (D) below).

(D) Just Cause. No Actor shall be terminated except for just cause, which shall include failure to perform as required.

(1) Where it is alleged that the Actor is not performing as required, notice of termination may be served only if the following procedures have been observed:

(a) The Actor must have received prior written warning alleging failures to perform as required, which warning must also be served upon Equity.

(b) Such written warning may be in the form of "notes" which are reduced to writing.

(c) The written warning (which may be or include "notes") shall be over the signature of the Producer, Director, Choreographer, Musical Director, or other person with authority to terminate employment.

(2) The notice of termination may not be served unless the Producer, Director, Choreographer, Musical Director, or other person with authority to terminate employment has seen the Actor in performance (in the case of understudies, in rehearsal or performance of the part(s) understudied) within one week prior to the date of the notice of termination.

(3) In the case of an understudy, either or both of the above notices may be based upon the Actor's work in understudy rehearsal rather than in actual performance.

(4) Following the service of the notice of termination the Actor, together with Equity, may demand a meeting with the Producer, or Producer's representative, for the purpose of reviewing the matter of the Actor's alleged failure to perform as required. Such meeting shall be held as promptly as possible after the notice of termination is given, but in no

event later than one week after demand for such meeting is made. Each party may be accompanied by such other appropriate persons as it desires.

(5) In the event the matter is not satisfactorily resolved, it may be submitted by either party to Arbitration in accordance with Rule 4.

(6) Should an arbitrator determine that the termination was without just cause, Arbitrator shall provide a remedy in accordance with the following: Damages limited to one week's contractual salary, up to Production Contract minimum per week, for each five weeks of employment under this Agreement up to a maximum payment of 15 weeks' contractual salary (based on salary at the time of termination). In no event shall damages be less than two weeks' contractual salary.

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

(F) Company Closing Notice. The Producer may close the company upon one week's written notice, or upon payment of one week's contractual salary in lieu thereof, provided the Producer has paid the Actor for all services rendered to date and in no event less than four weeks' contractual salary, plus rehearsal pay.

(1) One week's notice shall mean seven performances on no more than seven days commencing with the first performance following the posting of the notice.

(2) Should the Producer wish to continue the production rather than close on the date specified in the notice, prior to that date the Producer shall submit a statement to the effect that the notice is rescinded and that the Actors' contracts continue to remain in effect. This statement shall be signed by the Producer and by each of the Actors who wish to continue in the production.

(G) Payment When Actor is Not Allowed to Work Out Notice. If the Actor is not allowed or required to work out any notice properly given under the Actor's contract, the Actor shall be paid immediately upon the giving of notice and the Actor may forthwith accept other employment.

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

71. TRANSFERS OF EQUITY CONTRACT PRODUCTIONS.

This Agreement may not be used to transfer a previously produced Standard Equity Contract production. For the purpose of this agreement, a transfer shall be defined as a production mounted within 2 years of the close of a Standard Equity Contract production that, in Equity's judgment, utilizes elements of any such production. In defining "elements," Equity shall use the following as a guideline: cast members, stage managers, director, set designer, costume designer, lighting designer, and choreographer.

72. UNDERSTUDIES AND SWINGS.

(A) Understudies shall not be required hereunder; however, salaries may not be reduced to compensate for lost performances if Understudies have not been engaged. Replacements and Understudies, if any, must be engaged under an approved Equity employment contract. However, if Understudies are engaged, the following shall apply.

(B) If any performing member of the cast, including the Assistant Stage Manager, understudies a Principal part or a role, the Actor shall receive:

(1) No less than \$21 per week in addition to the Actor's own salary for each Actor understudied, and

(2) No less than one-sixth of the Actor's own salary each time the Actor performs the role or a portion thereof of the Actor understudied.

(3) The term "part" shall mean each character, specialty, or function for which the Actor is responsible. The term "role" shall mean the sum of the parts, specialties, functions, and assignments for which an Actor is responsible.

(C) Understudies shall be present at each performance unless the Producer otherwise consents. Understudies not required to be present at the theatre at the time of performance shall be permitted to rehearse not more than three hours per week in addition to the hours permitted under Rule 56(D).

(D) No Understudy shall be required to perform until one week after the Actor is engaged as Understudy or assigned as Understudy, has the Actor's script and/or music for one week and has at least one rehearsal in the role which they will be performing. The Understudy shall read the part or may perform if able and willing. The Producer shall use the Producer's best efforts to provide Understudies with script and music as soon as possible.

(E) 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, on a form supplied by Equity for that purpose, that it not be. Copies of such requests shall be sent to Producer and Equity.

(F) Understudies shall be in only one company at a time.

(G) The Assistant Stage Manager may be given understudy assignments only if there are General Understudies engaged or understudy assignments are also given to performing Actors.

(H) Limitation of Understudy Roles. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A General Understudy may understudy not more than five Principal roles. The Assistant Stage Manager may understudy not more than two Principal roles.

(I) Nonprofessional Understudies. If nonprofessional understudies are engaged, they shall be included when calculating the required Equity ratio (see Rule 28).

(J) Swing. In a production with Chorus:

(1) If a Full Swing (a non-performing member of the Chorus who swings all or fewer than all Chorus performing in chorus numbers in the production) is hired, the Swing shall be signed to an appropriate Chorus contract.

(2) A Partial Swing is a member of the chorus who is designated to swing a chorus number in a production and is not hired solely as a Full Swing.

73. UNION EMBLEM.

(A) The Producer agrees to the following:

(1) If the production contains no nonprofessionals, Producer shall insert the Equity emblem on the Cast Page and the following line in the program: "The Actors and Stage Managers employed in this production are members of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States"

(2) If nonprofessionals are engaged, Producer agrees that all Actors engaged under the terms of this Agreement, including understudies, shall be listed on the title page or cast list page of the theatre's program with an asterisk (*) beside their names. The asterisk shall refer to a note on the title page which will read: "Member of Actors' Equity Association, the Union of Professional Actors and Stage Manager in the United States."

(3) The Producer agrees whenever and wherever possible to prominently display the Equity Emblem in the lobby of the theatre. Emblem will be supplied by Actors' Equity Association.

(B) The Producer will print a biography of Equity, to be supplied by Equity, in the program.

74. UNION SECURITY/DUES AND INITIATION FEES.

(A) All Actors who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of Equity shall, as a condition of employment, become members of the Union in good standing within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees shall, as a condition of employment, become members of the Union 31 days from the date of the commencement of their employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this Agreement, 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 Producer thirty days written notice to discharge any Actor for non-payment of union dues or initiation fee (or the monetary equivalents thereof). Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees to discharge the Actor, provided however, that Equity shall withhold its demand for discharge if the producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's delinquency.

(C) The Producer agrees to deduct from the Actor's salary and remit to Equity, union dues, plus initiation fees, and assessments provided that the Producer receives timely notice from Equity, with proper authorization, agreed to and signed by the Actor.

(D) Any monies so deducted shall be delivered to Equity not later than 10 days following the date on which the deductions are made.

75. VACATIONS.

(A) Beginning with the first day of employment, Actor shall accrue vacation pay at the rate of 4% of contractual salary received. When accrued vacation is paid, it shall be paid by separate check. The Actor shall not be eligible for vacation pay until the completion of 24 weeks of paid employment in a single season. Such employment weeks need not be consecutive.

(B) When the Actor's contract terminates, Actor shall receive all accrued vacation pay that has not been previously paid.

76. VOTE. (See Rule 63, SECRET VOTE.)

DURATION

This Agreement shall commence on September 6, 2010. The terms and conditions of the Transition Contract set forth herein shall be subject to revision upon no less than 90 days' written notice.

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