

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE OFF BROADWAY AGREEMENT

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NATIONAL OFFICE

165 West 46th Street
New York, NY 10036
(212) 869-8530 phone
(212) 719-9815 fax

CHICAGO OFFICE

557 West Randolph Street
Chicago, IL 60661
(312) 641-0393 phone
(312) 641-6365 fax

HOLLYWOOD OFFICE

5636 Tujunga Ave
North Hollywood, CA 91601
(323) 978-8080 phone
(323) 978-8081 fax

ORLANDO OFFICE

10319 Orangewood Boulevard
Orlando, FL 32821
(407) 345-8600 phone
(407) 345-1522 fax

www.actorsequity.org

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AGREEMENT made November 21, 2016 between Actors' Equity Association (hereafter called "Equity") and the League of Off-Broadway Theatres and Producers (hereafter called "League" and/or "Producer").

RECOGNITION

The League and the Producer agree to recognize Equity as the exclusive bargaining representative of all the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers, and Understudies) employed by them in the Off-Broadway area for the purpose of collective bargaining and the administration of matters within the scope of this Contract.

OFF-BROADWAY AREA

This Agreement is applicable only to productions presented in the borough of Manhattan unless Equity otherwise consents in writing, but may not be used in any theatre located in 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, nor may it be used in any theatre having a capacity of more than 499. However, a bona fide member of the League may use this Agreement in the above described area in theatres that are not Tony-eligible and have a seating capacity of 499 or less. This Agreement is not applicable to any production in the above described area which has closed on Broadway within 6 months.

It is agreed that the Off-Broadway contract is not applicable where the primary intent is the development of a play or musical through the collaborative authorship of the Playwright and/or Director, and the Actors.

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 Governing Employment Off-Broadway 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. For Agency Commission Schedules, go to www.actorsequity.org and select the Document Library. In the Document Library, select Agency and then select Agency Commission Schedule for the most up to date information. Other Agency related documents are also available for review.

(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.

(D) Should a Producer submit a charge to Equity alleging that an Equity-franchised agent has advised an Actor to breach any part of this Agreement, together with proof satisfactory to Equity supporting the claim, Equity shall, in accordance with and subject to the due process provisions of the Equity-Agency Regulations, initiate disciplinary procedures against the Agent.

3. ARBITRATION AND GRIEVANCE

Except as otherwise expressly provided in these Rules, any dispute between a Producer and/or the League and the Actor and/or Equity relating to the interpretation or application of the Collective Bargaining Agreement between Equity and the League shall be submitted to the Grievance Committee at the request of either Equity, the Producer, or the League, and, if not decided by the Grievance Committee, shall be submitted to arbitration as provided below.

(A) Grievance Committee. It is agreed that the grievance procedures set forth in Rule 3; ARBITRATION AND GRIEVANCE shall be available only to those producers who are members of the League of Off-Broadway Theatres and Producers. The Grievance Committee shall consist of between three and five representatives of Equity (the Equity Panel) and between three and five representatives of the League (the League Panel) plus a representative of Equity who shall advocate for the Actor(s) party to the grievance or dispute, and a representative of the League of Off-Broadway Theatres and Producers (who shall be a member of the Board of the League) who shall advocate for the League member(s) party to the grievance or dispute.

The Equity and League advocates shall be non-voting members of the Grievance committee but may be present for the deliberations.

In order to protect the integrity of the Grievance Committee, the parties agree that only the advocates for Equity and the League and not the Grievance Panel members shall have been in contact with their respective grieving parties regarding the particulars of the grievance prior to the

meeting of the Grievance Committee, provided however that Equity may be in contact with the grieving Producer.

In rendering decisions, the Equity Panel and League Panel shall each cast one vote.

No decision of the Committee shall be made in the absence of two concurring votes. A decision of the Committee (by two concurring votes) on a grievance or dispute shall be final and binding on the parties.

(1) Expedited Procedures.

(a) Matters of dispute set forth in paragraph (C) below shall be submitted to the Grievance Committee by written notice (sent by Certified Mail/Return Receipt Requested, Fax [acknowledged as received on the approved Equity form, hereinafter referred to as "return receipt requested"] or by hand delivery with delivery acknowledged by a receipt) to the Eastern Regional Director of Equity and to the President of the League, which notice shall state that the dispute is subject to expeditious grievance and arbitration procedure. In the case of a grievance or dispute submitted by Equity, a copy of the notice shall be sent to the Producer involved.

(b) The Committee shall meet promptly to consider the grievance or dispute. In the event that the grievance or dispute is not decided by the Committee within 72 hours (including at least two business days) after delivery of notice of the dispute to the Committee, the grievance or dispute may be submitted to arbitration as provided in paragraph ((C)) below.

(2) Non-Expedited Procedures.

(a) Matters of dispute other than those set forth in paragraph (C) below shall also be submitted to the Grievance Committee by written notice (sent by Certified Mail or Fax, return receipt requested, or by hand delivery with delivery acknowledged by a receipt) to the Eastern Regional Director of Equity and to the President of the League. In the case of a dispute submitted by Equity, a copy of the notice shall be sent to the Producer involved.

(b) The Committee shall meet promptly to consider the grievance or dispute. In the event that the grievance or dispute is not decided by the Committee within 30 calendar days after delivery of notice of the dispute to the Committee, the grievance or dispute may be submitted to arbitration as provided in paragraph (B) below.

(B) A permanent board of arbitrators shall be maintained to hear and determine such disputes not resolved by the Grievance Committee on a rotating basis. In the event a member of the board is not available to hear a dispute in that member's proper turn, the next available board member will be substituted.

(1) The permanent board of arbitrators shall consist of George Nicolau, Carol Wittenberg, Martin Scheinman and Howard Edelman and shall serve for the duration of the collective bargaining agreement unless The League or Equity, 30 days prior to the annual anniversary date of the contracts, requests the removal of any board member in writing by notice to the other party and to the arbitrator. In such event or in the event the arbitrator should resign or for other reasons be unable to perform his/her duties, the arbitrator's successor shall be chosen by the mutual agreement of the parties herein or, upon failure of such agreement, by the American Arbitration Association.

(2) In the event it is necessary to hold arbitration outside New York City, the parties, by mutual agreement, may stipulate in writing to have such arbitration held before the American Arbitration Association and in accordance with its Voluntary Labor Arbitration Rules.

(3) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, said party may request same, but such request shall not delay compliance with, or enforcement of, the award.

(4) The failure of any party to attend the arbitration hearing as scheduled shall not delay said arbitration, and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.

(5) The award of the arbitrator shall be final and binding on all parties.

(6) 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.

(C) Expeditious Grievance and Arbitration. In cases where an Actor is discharged by the Producer for reasons set forth in Rule 59, REPLACEMENT OF ACTOR, or in cases where there is a dispute under Rule 5, BILLING; Rule 22, DEPUTIES AND MEMBERS; Rule 26, DUTIES OF THE ACTOR; Rule 39 MEDIA: RECORDING & BROADCAST – LIMITED (previously TELEVISION, RECORDING AND MOTION PICTURE). Rule 40 MEDIA: RECORDING & BROADCAST - EXPANDED or Rule 72(E) TERMINATION, Just Cause; and the dispute has not been decided by the Grievance Committee, either Equity or the Producer shall have the right to invoke the following expeditious arbitration procedure:

(1) The dispute or grievance shall be asserted by a notice in writing by registered mail, Fax or by overnight mail, return receipt requested for each of the above, given to the other party. A copy of such notice shall simultaneously be sent to the arbitration board at an address to be designated by them.

(2) Such dispute, complaint or grievance shall be submitted to arbitration within 24 hours after receipt of notice by the arbitration board and the award shall be issued not later than for 48 hours after the conclusion of the hearing.

(3) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion said party shall request same, but such request shall not delay compliance with and/or enforcement of the award.

(4) The failure of any party to attend the arbitration hearing as scheduled shall not delay said arbitration, and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.

(5) The award of the arbitrator shall be final and binding on all parties.

(D) In matters of dispute other than those set forth in paragraph (C) above, which have not been decided by the Grievance Committee, the dispute or grievance shall be asserted by a written demand for arbitration served upon the other party with a copy to the board of arbitrators at the address designated by them. Hearing shall commence within 30 days following the submission of said notice if possible. The decision of the arbitrator shall be rendered in writing within 30 days following the conclusion of the hearing. Either party may request an expeditious arbitration pursuant to the procedure set forth in paragraph (C) above, which procedure shall be followed unless the other party objects within 12 hours after receipt of the request by Fax or overnight mail, return receipt requested, a copy of which shall be sent to the permanent board of arbitrators. In the event the other party objects, the expeditious arbitration procedure shall not be used. It is understood that both the Producer and Equity should be permitted to use the expeditious arbitration procedure in cases where prompt award would necessarily limit the amount of damages in issue or in other cases where prompt determination is necessary or especially desirable. However,

except in the instances set forth in paragraph (C) above, no party shall have the right to such an expeditious arbitration over the objection of the other party.

(E) In the event Equity is given formal written notice by the Producer of the discipline of an Actor pursuant to the provisions of Rule 59(C), the matter shall be considered settled unless submitted by Equity to the Grievance Committee within 10 days, and, if not decided by the Grievance Committee, submitted by Equity to arbitration within 10 days of written notice to Equity that the Committee has failed to reach a decision on the matter. In all other cases the arbitrator may consider the laches of either side in initiating an arbitration procedure in consideration of the dispute.

(F) The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.

4. AUDITIONS (See also Rule 47(A), NUDITY.)

(A) Affirmation. The parties hereto affirm their commitment to a policy of equal employment opportunity designed to promote a positive model of diversity and the elimination of discrimination in theatre. The Producer agrees that the casting of all productions and the hiring of Stage Managers will be conducted in such a manner as to provide full and fair consideration to Actors of all ethnicities (including but not limited to African-American, Asian/Asian-Pacific American, Hispanic-American, Native American, multi-cultural), women, seniors, and Actors with disabilities. Unless otherwise textually indicated, all parts/roles shall be open to all Actors without prejudice.

(1) See also Rule 27(A): Non-discrimination.

(2) See also Rule 27(B): Non-Traditional Casting.

(B) General Rules.

The Producer shall conduct auditions for performers. The following conditions shall apply:

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

(2) The Producer is under no obligation to hire any person pursuant to any principal or chorus audition procedures including the procedures for Equity performers set forth below.

(3) Auditions by appointment, including callback auditions, shall not be conducted prior to the completion of all other required Equity auditions.

(C) 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) Casting Notice. The Producer shall submit to the Equity Auditions Department, no later than two weeks prior to the first Principal or Chorus Audition, a casting notice including a complete cast breakdown, setting forth a definitive description of each character in the production, and of all stage managerial positions.

(a) The Equity Principal and Chorus Audition notice shall contain character descriptions identical to those in notices sent to a breakdown service or intended for agents and/or managers. If a synopsis or other information regarding the play or author is provided in notices to a breakdown service, agents and/or managers, identical information shall be included in the Equity Principal and Chorus Audition notice. Should the Producer find it necessary to revise any character description, synopsis or other information after the Equity Principal or Chorus Audition notice has been submitted to Equity, the Producer

shall send the revision(s) to the Equity Auditions Department before submitting them to a breakdown service, agents and/or managers.

(1) If the revised material is submitted prior to the Equity Principal or Chorus Auditions, the Equity Auditions Department shall update the EPA and/or ECC notice with the new information and publish the revisions.

(2) If the revised material is submitted after the Equity Principal or Chorus Auditions have been completed, and if revisions to character descriptions are substantial, the Producer shall submit a photo/resume request containing the revised information to the Equity Auditions Department. Character descriptions that have not been revised need not be included in this notice. The Producer shall provide an e-mail address at which the Producer and/or casting personnel will receive submissions directly from Equity Members. A submission deadline shall be included. From these submissions, the Producer agrees to schedule a minimum of one Actor per listed role, or three Actors total, whichever is greater. A list of Actors so scheduled shall be sent to the Equity Auditions Department.

(b) 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 (D) and (F) 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) This casting notice shall also contain instructions to prepare for auditions (e.g. "Prepare a traditional musical theatre song", "Prepare a contemporary comic monologue", "Sides will be provided at the audition", "Please bring dance clothes", etc.) and 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. If any of this information is not known at the time the casting notice is submitted, the Producer shall provide it to the Equity Auditions Department as soon as it is known.

(4) Equity shall receive this casting notice prior to the submission of any casting announcement to agents, managers or to a breakdown service.

(5) The casting notice shall also indicate available stage management positions, if any. (See Rule 4(D)(7).)

(6) 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.

(7) All auditions shall be conducted live. However, if the Producer requests to see a performer who is unavailable to audition, the performer may agree to be auditioned by Recorded means. Additionally, although Equity and the Off-Broadway League are committed to the belief that auditions must be done live, should a key member of the creative team not be able to attend any callback audition, Recording of Equity performers shall be permitted, provided:

(a) Any resulting recording shall only be used internally for casting purposes;

(b) The recording shall not be released in any medium;

(c) The Actor and Equity shall receive no less than 24 hours' notice that the audition will be Recorded;

(d) There will be at least one person with casting authority in attendance at the Recording; and

(e) After the stated purpose has been accomplished, but no later than 30 days from the date of the Recording, the recording shall be destroyed, with written certification to Equity, signed by the Producer, that no copies were made or retained in any format.

(8) The Producer shall use the facilities of the Equity Audition Center for EPAs and Chorus Calls to the extent that these facilities are available and compatible with the interview and audition requirements of the Producer.

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

(10) 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.

(11) If the Producer is casting actors who are required to sing in the production and will be seeking singers through invited auditions, the Producer shall also provide, for the EPA, a piano and an accompanist who can sight read.

(12) 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.

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

(14) When a deaf performer is sought, or a deaf role is being cast, 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).

(15) 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 performers who are blind or have low vision.

(16) Proper Use of Actors' Personal Information. Equity and the Producer agree that personal information (including but not limited to contact information) provided on Actors' headshot/resumes is provided in confidence, and is to be used solely for casting purposes (e.g. setting up callbacks, providing audition material, making offers of employment). Neither the Producer nor the Producer's contractors shall use this private information for the purpose of marketing and/or advertising, or for unsolicited contact of a personal nature.

(D) Equity Principal Auditions and Interviews [See also Rules 4(B) & (C) 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 three days of EPAs for each play or musical.
- (3) Rule 4(D)(2) notwithstanding, there shall be two days of EPAs for each production in which four or fewer principal actor positions (onstage and understudy) are available (i.e. not yet offered and accepted), with the further requirement that all Equity Members who
 - (a) are properly signed in on the Equity Alternate List, and
 - (b) have not been seen, and
 - (c) are present when the call endsshall be seen at audition appointments within one week of the EPA day, and by no means later than the start of other *auditions* held by appointment.
- (4) 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 audition schedule will be assigned to "alternates."
- (5) No performers shall be scheduled to audition during casting personnel's scheduled breaks. Breaks for casting personnel shall be scheduled as follows:
 - (a) For full EPA days (i.e. seven hours out of eight or eight and one half hours):
 - (1) After the first 55 minutes of auditions, a five-minute break;
 - (2) After the next 80 minutes of auditions, a ten-minute break;
 - (3) After the next 60 minutes, a break of 60 or 90 minutes;
 - (4) After the next 55 minutes of auditions, a five-minute break.
 - (5) After the next 80 minutes of auditions, a ten-minute break.
 - (b) For musicals, singing and/or dancing may be required at the audition.
- (7) Stage Managers Networking Event. Equity will sponsor an annual Networking Event for Stage Managers specifically for the Off-Broadway arena which shall be no less than five hours. Each Off-Broadway Institutional Theatre and each commercial producer/general manager office shall make every effort to send a representative who has the authority to recommend a subsequent interview.
- (8) Subsequent Principal Auditions shall be held within three weeks of holding the required Equity principal auditions. Equity shall be notified when the subsequent auditions will be held.
- (9) Each day of EPAs shall consist of seven hours out of eight or eight and one half hours, at Producer's option; 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.
- (10) 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.
- (11) The EPAs shall be conducted by the director and/or Producer (or designated representative); any such representative shall have the authority to set up a subsequent audition and to share in casting recommendations. The Producer shall designate the representative in writing and shall make best efforts to submit such designation to Equity prior to the audition.
- (12) The Producer shall see as many auditionees as time allows, as set forth above, but in no event fewer than 116 performers per each seven hour day. This provision shall not be applicable for Institutional Theatre Principal Auditions. (See (18) below.)

(13) Except in an emergency, the location or time of the Principal Audition may not be changed without the consent of Equity.

(14) 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.

(15) If the production is a new script, or if the script is currently unavailable, the Producer shall, at Producer's discretion, provide a perusal script to the monitor at least 30 minutes prior to the first scheduled audition time.

(16) 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, 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) If the Producer is casting actors who are required to sing in the production and will be seeking singers through invited auditions, the Producer shall also provide for the EPA 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.

(17) Principal Auditions for Converted, Transferred, Remounted or Co-Productions. If a production is converted from any Equity contract or is a transfer, remount, or a co-production within one (1) year of the most recent partial or non-Equity production then

(a) EPAs shall be waived, provided that the cast is complete, including understudies; or

(b) A minimum of two days of EPAs shall be required if there are any openings in the company, including understudies.

(c) Rule 4(D)(17)(b) notwithstanding, there shall be one day of EPAs for each production in which two or fewer principal actor positions (onstage and understudy) are available (i.e. not yet offered and accepted), with the further requirement that all Equity Members who

(1) are properly signed in on the Equity Alternate List, and

(2) have not been seen, and

(3) are present when the call ends

shall be seen at audition appointments within one week of the EPA day, and by no means later than the start of other auditions held by appointment.

(d) Auditions shall be required for the first leg of any co-production.

(18) Principal Auditions for Institutional Theatres. Institutional, not-for-profit theatres that maintain their own casting departments or contract a casting director for their entire

season and have established a general audition policy, shall be required to hold EPAs each season, subject to the following:

(a) The Producer's representative shall be a person with the authority to make a casting recommendation and to share in casting decisions. (See 4(C)(2) above.)

(b) Subsequent auditions may be held without regard to the time limitation set forth above.

(c) All other requirements for EPAs, as set forth in (D) above, shall apply for Institutional Theatres, except where modified by this section.

(1) Institutional theatres may group together and conduct 3 days of joint general auditions per contract year. These may be conducted over three consecutive days or in two sessions of two days and one day. Equity, in consultation with the casting departments of the Institutional Theatres shall determine the place and arrange the location (which may be the Equity Audition Center), the dates, and the times. However, no fewer than two days of such auditions shall be held between May 1 and August 1 of each year.

(2) Each day of auditions/interviews shall take place within a span of seven out of eight and one-half consecutive hours.

(3) Each performer will have up to five minutes to audition using material of the actor's own choice within categories set by the Theatres.

(4) An individual with casting authority from each individual Institutional Theatre must be present at all times during auditions/interviews.

(5) For joint-general auditions only, Institutional Theatres shall not be obligated to see a performer more than once each contract year.

(6) Any institutional theatre that does not participate in the joint general days described above will be required to hold ten days of EPAs in that contract year.

(d) In addition to the provisions of 4(D)(18)(c)(1)above, each Institutional Theatre shall hold one day of production-specific auditions for each of four productions in that season in accordance with Rule 4(B),(C) and (D). Should a theatre schedule a musical production, one of these days shall be for said musical.

(E) **Equity Principal Auditions – Replacements.**

Each production employing Principal performers shall conduct not less than one full day of Equity Principal Auditions for possible future replacements at least once every 12 months after the first paid public performance. The Auditions shall be conducted by the Producer, director, assistant director, any author and/or professional casting director designated in writing by the Producer. The Producer is under no obligation to hire any person pursuant to any replacement call procedures including the procedures for Equity performers set forth herein.

(F) **Equity Chorus Provisions.** (See also Rule 4(B) and (C) above.)

Chorus auditions for Equity performers shall be conducted in accordance with the following:

(1) Equity shall receive at least two weeks notice of a chorus call.

(2) 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.

- (3) If Chorus performers are required to rehearse numbers to be used in the production, this shall constitute the beginning of the rehearsal period.
 - (4) 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.
 - (5) 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.
 - (6) For each auditioning performer there shall be not more than five consecutive hours of auditions in one day.
 - (7) 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.
 - (8) 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.
 - (9) The Producer shall notify Equity of the time and place of the final audition.
 - (10) The Musical Director or the Producer'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.
 - (11) 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.
- (G) 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. (See also Rule 62(A)(1), SAFE AND SANITARY)
- (1) When auditions are held in studios, the Producer shall provide a waiting room (other than the auditioning room) which has seating and 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.
 - (2) The audition space shall include:
 - (a) Heat and air-conditioning as necessary.
 - (b) One private toilet for each gender.
 - (c) Adequate wash basins with adequate hot and cold water.
 - (d) Proper ventilation.

- (e) Producer shall use best efforts to provide separate changing facilities (not lavatories) for men and women at any audition where they are required to dance.
- (f) For dance auditions: sprung dance floor.
- (g) Ample, pure, cool drinking water, and cups where necessary, shall be provided at no cost to the Actor wherever the Actor is required to audition.
- (3) When auditions are held in Theatres, the Producer shall provide, to the extent possible, facilities and conditions similar to those described immediately above.
- (4) 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 for performers with disabilities.
- (5) Performers may not audition in any premises that do not comply with the New York City and State laws and building codes.
- (6) All auditions for Equity performers shall be held in facilities in which no smoking is allowed.
- (7) Floors. (See Rule 62(A)).
- (8) 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.

5. BILLING AND PROGRAMS. (See also Rule 52, PHOTOGRAPHS AND PUBLICITY and Rule 53, 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. Stage Managers, understudies and swings may be listed separately on this board. If there is no free printed cast list available to every patron who enters the theatre at all performances, the house board shall also include each Actor, Understudy, Stage Manager and Assistant Stage Manager's role or function. 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-eighth of the Actor's contractual salary, for each day the error goes uncorrected. (See also Rule 11, CHANGES IN CAST and Rule 74(H), UNDERSTUDIES.)
- (B) In photographs portraying three Actors or fewer and in shows where there are only four cast members, when a Principal Actor's contractual employment is terminated, the Actor's name and/or likeness 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, where the photographs to be replaced are eight by ten photographs. 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 Principal Actor's successor and/or Equity, the Producer shall pay extra to the Principal Actor currently performing and to the Principal Actor whose name and/or likeness has not been removed, one-eighth of their respective contractual salaries for each day that the Producer has not complied with the Rule.

(1) When a Principal 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 or removed from the online program within one week of receipt of notice. 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 Principal 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-eighth of the Actor's 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-eighth per week or per breach for as long as the breaches continue (i.e., two-eighths for the second week or second breach, three-eighths 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-eighth 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-eighth of the Actor's contractual salary.

(E) Program and Souvenir Program.

(1) Cast List. Either a printed cast list must be offered free of charge to every patron who enters the theatre at all performances OR an online equivalent must be made available. If a printed program is offered to patrons, it shall also include Actors' names and role/function. The Stage Manager shall be billed on the first page on which there is a complete cast listing or on the title page. If printed program contains any individual's biography, it must also include Actors' biographies. Whenever the full cast is listed on a website maintained by the Producer, the Stage Manager shall also be listed.

(2) Biographies. All Actors (including Stage Managers, Understudies, and Swings) shall have a biography available to every patron free of charge either by printed program or online program, whichever is applicable. In the case of Understudies and Swings, the

biography will appear in the next printing of the program after the print deadline or added to the online program, whichever is applicable, within one week following the first date of employment. 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 or e-mail 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 24 hours of its submission to the Actor shall be considered approved. Replacement actors engaged for one week or more shall have biographical material either inserted in the printed program or added to the online program, whichever is applicable, 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 there are errors or omissions in the printed and/or online cast list, printed program, and/or online program, whichever is applicable, 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), distribute printed slips correcting the omission or error in the printed cast list or update the online cast list, and will also correct the omission or error in the next printing of the program, provided such notice is given at least 24 hours prior to the press deadline, or to the online program within one week of receipt of notice. Souvenir programs shall be corrected at the next printing.

(4) Penalty. For each failure to make corrections as stipulated above, the Producer shall pay the Actor involved, a sum equal to one-eighth of the Actor's contractual salary for each week or part thereof during which the omission or error continues. (See also Rule 75, UNION EMBLEM.)

6. 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.

7. BLACKLISTING.

The League, the Producer and Equity all 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 League 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.

8. BREACHES BY PRODUCERS.

(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 for Actors signed to Standard Minimum Contracts and for Actors signed to Term Contracts, a sum equal to the Actor's salary multiplied by the number of weeks remaining under Actor's guarantee of employment, or by the number of weeks during which the production for which the Actor has been engaged runs during the season, calculated from the date when the Actor ceased to be employed, whichever period shall be longer. 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 grievance procedures and arbitration under Rule 3 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 8(A)(4) and 8(A)(7). In the event of the Producer's breach of Rule 8(A)(4) or 8(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.

9. CALLBOARD.

A callboard shall be maintained back stage at each Off-Broadway Theatre 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.

10. CATEGORY

(A) Contract category determinations are divided into three separate groups: Not-For-Profit Companies with annual operating budgets under \$4 million, Not-For-Profit Companies with annual operating budgets over \$4 million, and commercial productions. Any not-for-profit company whose average operating expenses over the previous three-year period exceed \$4M annually shall convert to the not-for-profit over \$4M rates at the applicable box office range.

(B) The category for the Not-For-Profit Company Under \$4 Million shall be established annually by the Labor/Management Committee based on the average Gross Weekly Box Office Receipts ("GWBOR") of all productions presented as part of Producer's season for members and/or subscribers in the Not-For-Profit Company's previous three fiscal years including extensions and co-productions.

(C) The category for each performance space at a Not-For-Profit Company Over \$4 Million shall be established annually by the Labor/Management Committee based on the average GWBOR for all productions presented in that performance space by the Producer for members and/or subscribers in the Not-For-Profit Company's previous three fiscal years including extensions and co-productions.

(D) It is agreed that the term Gross Weekly Box Office Receipts ("GWBOR") shall be defined in accordance with the Approved Production Contract, as amended below:

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

- (1) Federal and other admission taxes;
- (2) 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. Telecharge and Ticketmaster (but not ticket brokers), and commissions or fees for group sales;
- (3) Commissions and fees paid to or retained by credit card companies for sales of tickets;
- (4) Those sums equivalent to the former 5% New York City Amusement Tax, the proceeds of which are now paid to the pension and/or welfare funds of various theatrical unions;
- (5) Subscription fees;
- (6) New York City commercial rent tax;
- (7) Receipts from Actors' Fund/Dramatist Guild Fund Benefit performances;
- (8) Receipts from two performances of the Play in each calendar year to the extent such receipts are contributed for theatre-related eleemosynary purposes;
- (9) If applicable, library discounts, student tickets and other discount ticket expenses, value added taxes and entertainment taxes, if any;
- (10) 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.

(E)

Not-for-Profit Under \$4 million	
Category	3-year average GWBOR
1	0 - \$8,000
2	\$8,001 - \$15,000
3	\$15,001 – \$25,000
4	\$25,001 - \$35,000
5	\$35,001 +

Not-for-Profit Over \$4 million	
Category	3-year average GWBOR
AA	0 - \$25,000
AA+ ¹	0 - \$25,000
BB	\$25,001 – \$45,000
CC	\$45,001 - \$70,000
DD	\$70,001 - \$115,000
EE	\$115,001 +

1-Theatres in the AA+ Category shall be determined by the Labor/Management Committee.

Commercial Productions	
Category	Seating capacity
A	100 – 199 seats
B	200 – 250 seats
C	251 – 299 seats
D	300 – 350 seats
E	351 – 499 seats

Please see Rule 63 SALARIES for the applicable weekly minimum salaries.

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. Such announcement shall be posted only if Producer is aware of cast change prior to half-hour, and need list only the character and name of the Understudy or replacement Actor. When a Swing performs in an unidentifiable role, the Swing's name shall be posted as "also appearing in the ensemble".

AND EITHER

(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 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 5(E)(2).)

(B) In the event of a Stage Manager replacement (with the exception of an emergency replacement) the change will be posted in accordance with (A)(1) above.

(C) If an Actor terminates the Actor's employment in accordance with Rule 43 or 72, or if the Actor is absent in accordance with Rule 43, the cast change shall be announced by means of (A)(1) and (A)(3) above.

(D) 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).

(E) 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. CHORUS: ADDITIONAL COMPENSATION PROVISIONS.

(A) Understudy to Chorus Playing a Part. If a Chorus Actor understudies a member of the Chorus who plays a part, speaks lines, sings a song, or performs a dance that is individual in character, the Chorus Actor shall be paid no less than \$7.50 per week for each member of the Chorus so understudied in addition to contractual salary.

(B) Swing. In a production with Chorus:

(1) A full swing shall be employed and signed to a Chorus contract if seven or more Chorus are employed in the production. Said swing shall be employed as of the first paid public performance.

(2) If there are six or fewer Chorus in a production, then the following shall apply:

A member of the Chorus shall be designated to swing one or more numbers in the production and shall receive no less than \$7.50 per week in addition to the Chorus person's weekly contractual salary for each assignment;

OR

A full Swing shall be employed and signed to an appropriate Chorus contract and paid not less than \$7.00 per week above minimum salary in addition to all other increments required by this Agreement.

13. 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 3(B)(6).

14. 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, dance briefs, dance belts, dance bras, hose and stockings except modern conventional undergarments. In no event shall a Producer require the Actor to purchase any clothes for the production. The Actor will be given a selection of dance belts or dance bras from which to choose.

(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	\$2.00
DANCE SHOES (Professional Jazz Shoes, Character Shoes, Tap Shoes, Pointe Shoes, Dance Boots, etc.)	\$6.00
DRESS	\$5.00
ENSEMBLE (Shirt, Tie, Suit, Shoes, Hat, etc.)	\$30.00
EVENING CLOTHES (Tuxedo, Gown, Furs and all Accessories)	\$25.00
HAT	\$2.00
JEANS	\$2.00
SHIRT	\$2.50
SHOES	\$4.00
SHORTS	\$2.00
SKIRT	\$5.00
SLACKS	\$5.00
SNEAKERS	\$2.00
SUIT	\$20.00
SUIT JACKET	\$7.00
SWEATER	\$3.00
TIE	\$.50

TIGHTS, HOSE, STOCKINGS	\$1.50
TOPCOAT, OVERCOAT OR RAINCOAT	\$7.00
WIGS AND HAIRPIECES.....	\$6.00

(2) With respect to garments and props not appearing on this schedule, the rental or loan will be negotiated to the mutual agreement of the Actor and the Producer. The item 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), prop(s) or musical instrument(s) by the Producer and the Actor elects, with the consent of the Producer, to use the Actor's own item then, in this event, the Producer shall not pay any rental fee.

(5) Should the Producer rent a garment or prop from an Actor, the Producer may, at any time, choose to provide a like item to the Actor and cease the rental.

(C) Shoes and Dancing Shoes.

(1) 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.

(2) 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.

(3) All footwear shall be clean, sanitary, properly fitted, and in good repair and, if modern and conventional or for dancing, shall be new. No Actor shall be required to perform in shoes which are unsafe, unsanitary, or in poor repair.

(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 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 67(J).)

(G) Skin Parts. All Skin Parts shall be new on 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) Hairstyle and Hair color. Actors are responsible for maintenance of their own modern and conventional hair style and color as it appears at the time of an official offer in writing. Producer is not responsible for such routine maintenance.

(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. In such case 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. In such case 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/Swing and again prior to its further use by any other Actor, including the Actor to whom it is regularly assigned. However, if an Understudy/Swing who does not have a full set of costumes is required to appear, costumes worn by said Understudy/Swing must be cleaned not later than the first business day on which no matinee performance occurs following the Understudy/Swing'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, and one two-hour costume call in addition to the regular rehearsal hours during the rehearsal period, provided that the hours for the costume call and rehearsals shall be consecutive. The costume call shall not invade Equity-required breaks, except that for each Actor during the 10 out of 11 ½ hour days, there may be one costume call of up to one hour at the theatre, consecutive to the rehearsal call. 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.

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) Electronic Contracts. A computerized version of the Standard Minimum Contract may be used by members of the League of Off-Broadway Theatres and Producers, if in good standing with Equity.

(C) Hiring "As Cast" Obligations To Actor.

(1) 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.

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

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

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

(c) 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.

(3) Parts.

(a) 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, on opening night or four weeks after the first public performance, whichever occurs first. (See also Rule 74, UNDERSTUDIES.)

(b) 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.

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

(D) 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 opening date, name of part, and salary will be filled in, in writing, before signing or delivery.

(E) 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.

(F) 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 8, BREACHES BY PRODUCERS.

(G) 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 TO.

(A) Production or Special Production 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 subsequently produce the play under the Production Contract or Special Production Contract as its first subsequent production, the Producer agrees to offer any member of the Company employed on Equity contract who was originally engaged on the Off-Broadway Contract and who actually performed a role or function in the Off-Broadway production an opportunity to continue in the 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 or overnight mail, return receipt requested, within two business days of receipt of said offer. The cost of said Fax or overnight mail shall be reimbursed by the Producer. 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 Production or Special Production minimum for the Actor's category or three weeks' contractual salary, whichever is greater. (See paragraph (4) below for exceptions.)

(2) However, if any member of the Company on Equity contract who originally performed the role or function has been out of the production for a period of two months or more prior to the time the play is subsequently produced under the Production Contract or Special Production Contract, the Producer may as an alternative, offer the role or function to any past or present member of the Company on Equity contract who has performed the same role or function for two months or longer.

(3) In the event the first subsequent production of the play is produced under the Production Contract or Special Production Contract, and the Producer does not control or direct the production of the play but in which Producer has a financial interest, the Producer agrees that any financial remuneration the Producer receives from the transfer to 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(A)(1) or 17(A)(2) who were not offered the same roles or functions, a maximum of three weeks' applicable Production or Special Production minimum for their category or three weeks'

contractual salary, whichever is greater. In the event the Producer's financial remuneration is insufficient to fully compensate the members of the Company on Equity contracts hereunder, payments herein above must be made on a pari passu basis to all those entitled to such payment.

(4) Stage Managers and Assistant Stage Managers shall be due conversion rights payments as follows:

(a) 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.

(b) 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.

(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.

(5) The above will pertain for a period of 18 months following the close of the Off-Broadway production.

(B) Off-Broadway Production.

(1) Should a Showcase Code production subsequently be produced under this contract as its first Equity contracted production, within nine months from the date of the Showcase Code's last performance, or should a Showcase Code production be optioned within nine months from the date of the Showcase Code's last performance and be produced as its first Equity contracted production during the option period or any extension thereof, all Actors who performed a function in the Showcase Code production shall receive a bona fide offer to perform the same role or function in the Off-Broadway Production or three weeks' minimum salary at the applicable category level as defined in Rule 63, SALARIES, 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 Off-Broadway production. Producer may require Actor to respond in writing, by hand delivery, Fax or overnight mail, return receipt requested, cost of said Fax or overnight mail to be reimbursed by Producer, within two business days of receipt of said offer.

(2) Should a New York City Letter of Agreement (NYCLOA), Mini Contract, or Transition Agreement production subsequently be produced under this contract as its first subsequent Equity contracted production, within six months from the date of such

production's last performance or should such a production be optioned within six months from the date of its last performance and be produced as its first subsequent Equity contracted production during the option period or any extension thereof, all Actors employed on an Equity Contract who performed a function in the NYCLOA, Mini or Transition Agreement production shall receive a bona fide offer to perform the same role or function in the Off-Broadway Production or three weeks' minimum salary at the applicable category level as defined in Rule 63, SALARIES, in lieu thereof. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, and that best efforts shall be made to proffer said offer at least four weeks (but in no case less than two weeks) prior to the date of first rehearsal for the Off-Broadway production. Producer may require Actor to respond in writing by hand delivery, Fax or overnight mail, return receipt requested, cost of said Fax or overnight mail to be reimbursed by Producer, within two business days of receipt of said offer.

(3) If the Off-Broadway Producer does not receive written notice within 14 days of the time of the Producer's written request, but in no event later than the time of bonding, that the production was produced under an Equity Showcase Code, then the Producer shall not be liable under this section.

(4) When more than one Actor has performed the identical function or role in the Showcase Code, NYCLOA, Mini or Transition Agreement production, they shall share in any conversion payments due on a pro rata basis based on the number or weeks rehearsed and/or performed in the previous production.

(5) Producer and Director shall have the right to require an audition and/or interview from any Actor whom the Producer/Director has not previously seen in the Actor's applicable Showcase Code, NYCLOA, Mini Contract or Transition Agreement function. Producer will make reasonable accommodation for an Actor who is unavailable due to scheduling conflicts. If an Actor refuses to audition or be interviewed under these circumstances, the Producer shall not be obligated to extend an offer of employment or conversion monies to said Actor. Producer agrees to reimburse Actor for all travel and other reasonable expenses incurred, if any, in connection with said audition/interview. In the event the Actor auditions and is not hired, all conversion monies due in accordance with this Rule 17 shall be paid.

18. CUTS: COMPANY AND INDIVIDUAL.

(A) All cuts in salary must be approved by Equity, and all discussion regarding cuts shall be with Equity. If the Producer wishes cuts considered, the Producer shall notify Equity (with a copy to the Deputy) and the Producer and Equity will jointly arrange a meeting for the cast at Equity Offices. For the purpose of considering cuts, Equity has established a Cuts Board, and its rules, which have been published in the Equity Office, will govern.

(B) When the Cuts Board agrees to approve a Producer's application for a cut in salary, such cut shall be effective beginning with the first full week following the date on which the Producer's application was received.

19. DANCE CAPTAINS.

(A) Whenever there is musical staging and/or choreography for a musical production, the Dance Captain shall be assigned by the beginning of the second week of musical staging. The Dance Captain shall be paid from the first day of musical staging and/or choreography. Payment may be pro-rated during the first week of rehearsals. The above notwithstanding, if a Dance Captain does work prior to the commencement of rehearsal, or

in the first week prior to musical staging and/or choreography rehearsals begin, the Dance Captain shall be paid from the first day of rehearsal. Musicals shall not require a Dance Captain where there is no musical staging.

(B) In a dramatic production, if a choreographer is hired on a full SDC contract (i.e. not a short-term choreographer), a Dance Captain shall be assigned and paid from the first day of musical staging rehearsals.

(C) The Stage Manager shall not serve as Dance Captain.

(D) The Dance Captain shall be paid not less than 10% of minimum salary for the appropriate category in addition to the Dance Captains' weekly contractual salary, except that in a musical with a performing cast of more than ten, payment shall be no less than 18% of the appropriate category minimum in addition to the Dance Captain's weekly contractual salary.

(E) The Dance Captain shall be credited on the cast list page of the playbill or program.

(F) After the official opening, rehearsal hours for the Dance Captain shall be limited to 12 hours per week without additional compensation (see Rule56(E)).

20. DEFAULTING EMPLOYERS.

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

(C) No Actor shall work or be required by any 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 any Producer or 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.

21. DEFINITIONS.

(A) Actor. The term "Actor" shall refer to and include all persons 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", "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" and "Assistant Stage Manager."

(4) 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. The term workweek shall mean from and including 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 Equity who shall give the Producer an opportunity to be heard if the Producer desires to avail him/herself of this opportunity. If Equity 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 Off-Broadway.

(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 57(H)(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 27, EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NON-DISCRIMINATION.)

25. DUES AND INITIATION FEES.

The Producer agrees to deduct union dues from the Actor's salary and remit to Equity. With regard to initiation fees, and assessments, upon timely and simultaneous notice from Equity to both the Producer and the Actor, the Producer agrees to deduct said initiation fees and assessments.

26. 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, and to conform to the language of the script.
- (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 59(C), Inability to Perform.)

27. EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NON-DISCRIMINATION.

Equity acknowledges that the League of Off-Broadway Theatres and Producers has been exemplary in its Equal Employment Opportunity hiring practices. Consistent with the foregoing and with the procedure set forth in Rule 4, AUDITIONS, it is the intention of the parties that the auditions/ interviews will be conducted in a manner that continues to promote fair consideration to Actors of all ethnicities (including but not limited to African-American, Asian/Asian-Pacific American, Hispanic-American, Native American, multi-cultural), women, seniors and Actors with disabilities (consistent with the Americans with Disabilities Act and the rules set forth herein.)

(A) Non-discrimination.

(1) The Parties hereto reaffirm their commitment to a policy of non-discrimination with respect to equal employment opportunity hereunder on the basis of sex, race, color, creed, gender identity and/or expression, national origin, age, disability, sexual orientation, familial status, veteran status, or 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, gender identity and/or expression, national origin, age,

disability, sexual orientation, familial status, veteran status, or 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, gender identity and/or expression, national origin, age, disability, sexual orientation, familial status, veteran status 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 League of Off-Broadway Theatres and Producers 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 Actors of color, women, seniors and Actors with disabilities and is for the casting of the aforementioned Actors in roles where race, age, ethnicity, sex 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 Actors of color, women, seniors and Actors with disabilities.

(C) Records. The Producer will maintain for each production records of Actors of color, women, seniors and Actors with disabilities, and will make best efforts to maintain records on Actors of color, women, seniors, and Actors with disabilities 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) Meetings. Equity will sponsor an annual Networking Event for Actors of color and Actors with disabilities specifically for the Off-Broadway arena. Each Off-Broadway Institutional Theatre and each commercial producing office shall make every effort to send to the event a representative who can effectively recommend Actors to be auditioned for current and future casting.

(E) Notice.

(1) The Actor or applicant shall give notice to Equity of any claimed violation of Section (A) and/or (B) above within 28 days of the time when the claim arose, and Equity shall send written notification to the Producer and the League 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 27, unless satisfactorily resolved between Equity and the Producer through the Grievance procedures as outlined in Rule 3 shall then 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.

28. 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. Equity will notify the League of the meeting dates as soon as the dates become available.

(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 or members of the Legal Department especially 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 the Agreement Governing Employment Off-Broadway must be either approved or given by the President or Executive Director or the designee or one of the executives or members of the Legal Department specifically authorized by either of said officers to act, and shall be binding upon 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.

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 43, MORE REMUNERATIVE EMPLOYMENT and Rule 72, 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. 401(k) PLAN DEFERRAL.

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

32. HOSPITALIZATION AND MEDICAL INSURANCE.

(A) The Producer agrees to pay to the Equity-League Health Trust Fund the sum of \$175.00 per week per employee covered by this agreement commencing with the employee's first day of employment. A week shall be defined as Monday through and including Sunday. Payments shall be made for each workweek or part of a workweek that the Actor is under contract. (See Rule 43(A)(3) and Rule 68(F)(4) for exception.)

(See also Paragraph (C) below, Supplemental Workers' Compensation Insurance.)

(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) Supplemental Workers' Compensation Insurance. Coverage by the Equity-League Health Trust Fund includes supplemental workers compensation benefits.

33. ILLNESS AND LEAVES.

(A) During Rehearsals. When the Actor shall have absented him/herself 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 34, INJURY AND WORKERS' COMPENSATION INSURANCE) 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. 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) After Actor's first six weeks of employment or first paid public performance, whichever is later, Actor shall be entitled to "borrow" up to six performances of sick leave. This entitlement expires after Actor accrues six performances of sick leave or if there are four weeks or less remaining on Actor's contract. If Actor does not accrue sick leave equal to the amount borrowed, any paid time taken but not accrued shall be repaid to Producer at time of show closing or termination of contract.

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

(3) 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. The Producer may require reasonable proof of illness.

(D) Sick Pay. Upon the termination of the Actor's employment, and provided that the Actor has been employed for at least 40 working weeks within a year, the amount of accumulated sick leave, up to eight performances per year of employment, shall be paid to the Actor on the basis of the applicable minimum salary from the date of first employment. Should the production run more than one year, upon the anniversary of the Actor's start of employment each year, any remaining unused sick leave, up to eight performances, will be paid out to the Actor at the current applicable minimum salary rate. Any additional unused sick leave shall carry over into subsequent years. Any accumulated sick leave not paid out due to a break in employment shall carry over in subsequent employment in the same production provided that the subsequent employment begins no later than 52 weeks after the end of the previous employment period. Days carried over from previous employment periods shall not be eligible for payout in subsequent employment periods.

(E) Disability and Parental Leave.

(1) Disability. Any Actor who becomes disabled during the course of Actor's employment in the production shall be eligible for Disability Leave in accordance with the following provisions:

(a) An Actor on a Term contract will be eligible to request a leave under this provision only if at least nine weeks remain on the Actor's contract on the first day of Disability Leave. If the Actor is eligible and elects to take such leave, the Actor will complete the remaining term of the contract upon the Actor's return to the production.

(b) An Actor who is unable to work may request an unpaid leave of absence for a period of up to 12 months.

(c) Such request must be supported by an acceptable medical certificate indicating the time necessary for the leave.

(d) Actors are eligible to request only one such leave for any single medical condition within any collective bargaining period. However, if a work-related injury is at issue, Actor shall be eligible for one extension of the leave and/or one additional leave if the Actor returns to work prematurely or the same work-related injury recurs. Producer may, in its discretion, limit total leave(s) for a single work-related injury to a 12 month period, measured from the first day of the first leave.

(e) Producer shall use best efforts to insure that the duration of the disability leave relates to the nature of the disability. However, in order to accommodate the needs of the production, the Producer may require that the leave be at least three months in length.

(2) Parental Leave. An Actor shall be entitled to an unpaid parental leave of absence under this Rule for a period of up to 3 months following the birth or adoption of a child. This provision will not be effective until 6 months after the first date of employment of the Actor.

(3) Actors on approved leave must notify the Producer at least one month prior to the expiration of the leave of their intention to return to work as scheduled or to resign.

(4) When a disability or parental leave is requested, Equity will advise the Actor about sick leave benefits, health benefits, medical coverage and, if applicable, the procedures for direct payment.

(5) Prior to an Actor's return from a leave, Actor will be required to establish that Actor is able to meet the artistic and physical requirements of the production. In addition, at Producer's option, Actor may be required to submit to an appropriate examination by Producer's medical representative at Producer's expense. Actor at Actor's option may seek a second opinion at Actor's expense.

(6) Actor's salary on Actor's return to the production will be the same as when the leave began, plus any increases required by the Rules Governing Employment Off-Broadway.

(7) Temporary replacement Actors may be hired under "Replacement Contracts" for periods up to the full term of the leave. The replacement Actor may be employed for the designated term on a Standard Minimum or Term contract. Under no circumstances will the Producer be required to employ both Actors simultaneously. Such replacements will not be eligible for disability leave under the terms of this provision.

(8) During the term of disability or parental leave, the Actor shall not be entitled to any salary for the time during which services are not rendered. Upon Actor's return to the production, Actor shall give no more than three days of free rehearsals.

(F) 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 grandparents, 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.

(G) 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 grandparents, in-laws, domestic partners and spousal equivalents). Actors earning a weekly salary in excess of two and a half times the applicable Off-Broadway minimum salary shall be paid one-eighth of two and a half times the applicable Off-Broadway minimum salary for each performance missed under this rule.

(H) In the case of an Actor taking leave under this Rule 33, a replacement Actor who has performed or understudied the role or function within the past year may be employed for up to four performances in a workweek at a salary of no less than one-half the appropriate weekly minimum plus the payment of a week's health contribution, or for 5 or more performances in a week at a salary of no less than the appropriate one-week minimum plus payment of a week's health contribution. Actor and Producer shall sign a rider stating that employment is under the provisions of this rule and outlining terms.

34. INJURY & 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) The Producer agrees that the Stage Manager may forward to Equity (copy to the Producer) a weekly injury/illness report on a form supplied by Equity.

35. 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 the 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.

36. LABOR-MANAGEMENT COMMITTEE

The Parties agree that in order to facilitate an ongoing dialogue and address issues of mutual concern, a Labor-Management Committee will be formed. The Committee shall consist of equal representation from staff and members of AEA, and members of the Off-Broadway League. The

Committee will convene when necessary during the term of the collective bargaining agreement, but is not intended to replace the function of the grievance process as set forth in Rule 3 of this Agreement.

37. LAY-OFF: CHRISTMAS AND HOLY WEEKS (EASTER AND JEWISH NEW YEAR).

(A) Provided the Producer shall have given the Actor two consecutive weeks of employment prior thereto, and gives to the Actor two consecutive weeks' employment subsequent thereto, and further provided that the show reopens after lay-off in the same theatre, the Producer shall have the right to lay-off the Producer's Company during these Holy Weeks and/or for no more than seven consecutive days during the 14 day period prior to Christmas Day. There shall be no less than seven days notice of a scheduled lay-off.

(B) Should such lay-off take place, the Producer shall not during said period be entitled to the services of the Company, except for a run-through rehearsal on the day of re-opening. Equity may allow additional rehearsals in case of change in cast or illness of the star or prominent member of the company.

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 & BROADCAST – LIMITED (previously TELEVISIONING, RECORDING AND MOTION PICTURE).

All Producers shall utilize the terms as set forth below. Producers may elect to opt-in to Rule 40 MEDIA: RECORDING & BROADCAST - EXPANDED for expanded terms.

(A) Recording & Broadcast. (See also Rule 47(B)(4), NUDITY.) Except as expressly permitted otherwise in this Agreement, 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 any element of the production over which the Producer has the right, or reasonably should have had the right, to withhold consent to the use of said element) in which Actors are employed under the terms of this agreement without the express permission of Equity and under terms and conditions established by it. Such permission will not be withheld unreasonably. This prohibition shall be in effect from the beginning of employment until 19 weeks after the production has closed.

(1) Request to Record or broadcast must be received by Equity at least 30 days in advance unless special circumstances do not permit such notices.

(2) The above notwithstanding, Producer has the right to Record a rehearsal or performance for the purposes of allowing the Stage Managers and creative personnel (e.g. designers, choreographers, playwright, orchestrator, stunt coordinator, dance

arranger, Dance Captain, Fight Captain) to study complex aspects of the production. Such recording is not to be used for instructional nor disciplinary purposes and may not be shown to the Actors. After the stated purpose has been accomplished, the recording must be destroyed.

(3) If a dispute between Equity and the Producer arises under this paragraph, it shall be subject to the Expedious Grievance and Expedious Arbitration procedures set forth in Rule 3.

(B) Cast Albums. Notwithstanding paragraph (A) above, cast albums may be made under the provisions of the Off-Broadway Original Cast Album Rider.

(1) For pressings of 10,000 albums or fewer, the Producer agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed on the appropriate SAG-AFTRA contract for the Recording of said album and shall receive not less than one week's contractual salary, the applicable SAG-AFTRA rate or the prevailing Off-Broadway Commercial "E" Minimum, whichever is higher for up to eight hours, which may be scheduled by the Producer over no more than four days.

(a) Should subsequent pressings cause the total number of albums to exceed 10,000, Actors shall be paid retroactively under the terms of 39(B)(2) below.

(b) If such cast album is made available for sale by download via the internet (e.g. I-Tunes, Yahoo, Real Networks, etc.), the following shall apply:

(1) Each download of a full album shall count toward the number of pressings.

(2) Each download of twenty single songs, including each song in a download of multiple singles, shall count as a full album toward the number of pressings.

(3) If the cast album was produced under the terms of 39(B)(1) above and subsequent downloads cause the number of pressings to exceed 10,000 albums, Actors shall be paid retroactively under the terms of 39(B)(2) below.

(2) For pressings of more than 10,000 albums, the Producer agrees that any Actor who sings or verbalizes in the production in any number, plus the Stage Manager, shall be employed on the appropriate SAG-AFTRA contract for the Recording of said album and shall receive not less than one week's contractual salary, the applicable SAG-AFTRA rate or the prevailing Production Contract Minimum, whichever is higher, for up to eight hours, which may be scheduled by the Producer over no more than four days.

(3) Such cast album shall accord credit to each Actor appearing in the production at the time the recording is made, whether or not the Actor performs on the recording.

(4) If an Actor works more than eight hours, the Actor shall be paid not less than one-eighth of the Actor's weekly salary (but in no event less than one-eighth of the Production Contract minimum or Off-Broadway Commercial "E" minimum, whichever is applicable), up to a cap of 250% of Production Contract or Off-Broadway Commercial "E" minimum, whichever is applicable, for each hour or part thereof.

(5) Terms for Actor participation in the Producer's 15% are identified in the Off-Broadway Cast Album Rider

(6) Producer shall give the Actor and Equity not less than 72 hours' notice (inclusive of at least two business days) prior to such Recording when the Actor's services will be required.

(7) The Producer shall have the right to use, and permit others to use, the Actor's name, likeness, and biographical material for advertising and purposes of trade in connection with the sale and exploitation of the recording made pursuant to this Agreement. The

Producer shall not use or authorize an endorsement by the Actor of any recording or performance or other production without the Actor's prior written consent.

(8) The Actor agrees that after the recording has been made, for a period of five years, Actor will not Record such musical compositions from the play recorded by the Actor for any other recording company without first having obtained the Producer's written consent.

(9) Upon the request of the Producer, the Actor shall enter into the appropriate SAG-AFTRA contract to Record the cast album with the recording company designated by the Producer provided that the terms of said contract shall be subject to the terms of the Cast Album Rider and shall not, in any way, be inconsistent therewith or be less advantageous to the Actor. Such contract shall in no way release the Producer from Producer's obligation to the Actor. However, the Producer shall not be required to provide double payments in any form, whether wages, pension and health contributions or otherwise, under the cast album provision of Rule 39(B) in the Off-Broadway Contract.

(10) Should the Actor's contract and/or employment in the play be terminated before the recording is made, the Producer may offer cast album employment to either the current replacement Actor or the original Actor pursuant to the terms set forth in this rider. Whichever Actor is not employed for the Recording shall be paid not less than one-eighth of the Actor's contractual salary. Although payments to Actors per Paragraph 39(B)(1) or 39(B)(2) shall not be required if the play closes and the recording has not taken place, pursuant to Rule 39, Equity will maintain jurisdiction over all recordings until 12 weeks after the production has closed.

(11) If, during the Recording of a cast album, one or more singers who are not members of the Equity cast are engaged, then Swing singers and Understudies assigned to singing parts who are not engaged to Record the cast album shall share equally in an amount equal to the average contractual salary of said Swings and Understudies multiplied by the number of employment days of such supplementary singers.

(12) For cast album Recordings only, there shall be not less than a 10-hour rest period between an evening performance and a morning recording call. There shall be a break of one and one-half hours (one hour if a meal is provided) between the Recording session and rehearsals or performances scheduled under the Equity Agreement. Recording sessions may not be scheduled on two performance days. Application of this rule may not reduce breaks or rest periods required by the SAG-AFTRA contract.

(13) Copies of any and all statements and accountings pursuant to the agreement between the Producer of the Play and the Producer(s) of the Recording or any other agreement requiring the submission of such statements and accounting in connection with the album shall be furnished to Equity no later than thirty days after receipt by Producer.

(14) The Producer agrees to supply Equity with royalty statements on the cast album every six months or notice that no royalties are due.

(C) Commercials: TV, Radio Spot, In-Flight, or Theatrical Exhibition Commercials.

(1) Equity will permit the Actor to make a television or radio spot commercial or a commercial for In-Flight or theatrical use of three minutes or less duration promoting the theatre or production provided the Actor is signed to the applicable SAG-AFTRA Contract. If a television or other commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the proper SAG or SAG-AFTRA Contract. When a Stage Manager, Dance Captain, or other Actor is required to do any work other than performance in connection with a television or radio commercial, or a commercial for In-Flight or theatrical use, the

Producer shall pay said Actor not less than the applicable SAG-AFTRA Off-Camera Principal minimum (including Off-Camera residuals) in addition to payments required if Actor also performs. All terms of the SAG-AFTRA Contract will be applicable to all commercial use identified herein in paragraph 39(C)(1) except as identified in paragraphs (C)(2)(3)&(4) below.

(2) New York.

(a) Producer shall pay the applicable SAG-AFTRA/SAG session and/or use fee to each Actor used in the commercial. The Producer shall be permitted to make any number of commercials from the same footage shot during the same session using the same Actor. In such event, no additional session or use fee shall be due except as indicated below.

If Producer uses an Actor in one commercial in a lesser payment category and then uses the Actor in a subsequent commercial in a higher category, Producer will pay to the Actor the difference in the session fee as well as any adjustment in the use fee as may be required under the SAG-AFTRA/SAG Agreement.

(b) No holding fee payment shall be required.

(c) The applicable SAG-AFTRA wild spot fee shall be paid when due under the SAG-AFTRA Agreement (less the session fee where appropriate as per AFTRA/SAG Agreement).

(3) Cable.

(a) The applicable SAG-AFTRA Agreement shall apply.

(4) Stars. Producer may Record new footage at a regularly scheduled performance for the exclusive purpose of incorporating new stars into a pre-existing commercial provided all Actors seen in the newly incorporated footage are paid pursuant to the terms and conditions contained herein. Payment shall be due Actors in the new-star commercial only if they have not been paid for the pre-existing commercial or if they are now in a higher payment category.

(5) Notice. There must be at least 24 hours' notice to the Actors and Equity prior to any Recording for a commercial.

(6) Session Fee. Except as identified above in paragraphs 39(C)(2) & (3), when a commercial is Recorded, every Actor called shall be paid not less than the applicable SAG-AFTRA session fee in addition to any use fees which may be applicable. If the commercial is Recorded during a performance, those Actors performing during that performance, including Stage Managers who are performing their functions for that performance, will be paid the applicable SAG-AFTRA session fee in addition to any use fees which may be applicable, pursuant to the applicable SAG-AFTRA Contract.

(7) Newscast Footage. Under no circumstances may footage taken pursuant to paragraph (D) below be used to produce a commercial without Equity's prior written consent which will not be unreasonably withheld or delayed. In the event the Producer violates this provision, each Actor present at the call when the footage was Recorded shall be paid double the applicable SAG-AFTRA session fee in addition to any use fees which may be applicable, pursuant to the applicable SAG-AFTRA Contract.

(D) Television Newscast, Three-Minute Excerpt. A Recording may be made 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. A Stage Manager under Equity Contract is required at every Recording under this paragraph (D).
- (7) Violation. For any violation of paragraph (D), 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 arise under a breach of paragraph (D), which the Actor has against the Producer or any third party.
- (E) Advance News Footage (Previously known as "B-roll"). The Producer may Record Advance News rule footage, provided that Producer adheres strictly to all the terms and conditions of Rule 39(D) 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 the Off-Broadway Contract under which the airing of such footage is governed. The Producer will be limited to one such Recording per year and remains liable for any claims resulting from any misuse of such footage.

(F) Notice to Broadcast Media and Press Agents. The Press Agent for the production will send to all broadcast media through which the Press Agent intends to promote the show a letter outlining the provisions of the contract which govern the use and/or reuse of any recording of productions under the Off-Broadway Contract. The League further agrees to advise by letter any other broadcast media who request permission to do such recording, or to use existing recordings, of those contract provisions. Failure to comply with those provisions may subject the Producer to penalties as outlined in Rule 39(C)(7). The League will copy Equity on all pro forma letters, indicating the parties contacted, pursuant to this Agreement.

(G) Other Promotional Uses. The League and Actors' Equity acknowledge that consistent and varied promotion and advertising of theatrical productions will promote long term employment for all performers employed in legitimate theater productions and that the Recording of the material and uses contemplated by this provision are intended to achieve this objective.

(1) Advance News Footage (previously known as "B-Roll footage)--No Payment Required (Exceptions Noted). The right to use Advance News footage for use on television newscasts, soft news programs and talk shows shall continue without additional compensation provided such footage is created (as set forth in paragraph (2)) and used in accordance with the terms and conditions set forth in Rule 39(D). The approved venues for other promotional uses of Advance News footage in accordance with Rule 39(D) and without additional compensation are identified below.

(a) Press Reels: Producer can use clips of up to a total of three minutes of performance and/or rehearsal footage (of which no continuous sequence shall exceed 30 seconds) for each production included on the Press Reel.

(b) Web Sites: Up to a total of five minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed one minute) may be used either in a directory or multiple Broadway show format (i.e., "I Love New York" format) or by an individual Producer on behalf of a particular show or group of shows. Neither merchandise promotion nor ticket sale information shall be presented on the same "page" as the foregoing, but may be presented on a separate "page". However, the page containing Advance News footage may indicate how to get to the page which does have information about merchandise or tickets. It is also understood that there may be no promotion of any other product(s) on the "page" where the Advance News footage will be seen without Equity's prior written consent. If voice-over or other live Actor work performance is required in addition to the permitted performance footage, the applicable SAG-AFTRA Agreements shall apply to such voice-over or other work.

(c) News and Current Affairs Programs: Producer can use clips for up to three minutes in total time on each such show. (See Rule 39(D).)

(d) Entertainment Talk Shows: Producer can use clips for up to two minutes as part of an interview provided performers have given written consent. (See Rule 39(D)(4).)

(e) Clip Use of Other Productions on TV News Shows: Producer can use clips of performers in other productions on news specials not to exceed three minutes in length. (See Rule 39(D).)

(2) Use of Advance News Footage (Including Documentary and News Footage)--Payment Required. Except as otherwise provided in this Paragraph (2), the Producer may use material from any Advance News footage, documentaries (produced after November 3, 1997, provided Actor has given consent to such use) or news footage for purposes of

promoting the theatrical production for a single SAG-AFTRA fee to each Actor appearing in such footage in the following venues:

(a) Educational Videos: Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(b) Tour Bus Videos: Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(c) Sales Kiosk Videos, In-Store Videos or Lobby Loops: Up to a total of six minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(d) Group Sales Video: Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(e) Corporate Videos: Up to a total of eight minutes of rehearsal and /or performance footage from a show provided no number or scene is shown in its entirety.

(f) Movie Trailers and Video Billboards: Up to a total of three minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(g) In-flight Video and In-house Hotel Video: Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. In-flight video or in-house hotel video may either be presented as a multiple show directory or on an individual show or multiple show basis so long as it is presented along with either soft news, cultural or tourist information.

(h) Music Video and Infomercial - applicable SAG-AFTRA rates. With respect to infomercials, up to a total of 15 minutes of rehearsal and/or performance footage from a show.

Footage from commercials may be used for any or all of the above upon payment of the applicable SAG-AFTRA fee for such use.

Actors' Equity shall not apply any additional fees for the above uses provided the Producer fully complies with all of the terms and conditions set forth herein.

The above permitted uses shall not include the sale of videos or the endorsement of any commercial products.

The Recording of Advance News footage may take place pursuant to this Rule 39 and in accordance with this paragraph without additional compensation, during a scheduled rehearsal, dress-rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable SAG-AFTRA session fee shall be due every Actor at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, such Actors shall likewise be paid the applicable SAG-AFTRA session fee(s) that may be due.

(H) Documentary.

(1) The producer shall have the right to make a television documentary, including unlimited exhibition throughout the world on all television and for the period defined in the SAG-AFTRA Agreement. This permission is conditioned on payment of not less than the applicable SAG-AFTRA rates and provided no more than 21 minutes of combined rehearsal/performance footage is used.

"Performance footage" and/or rehearsal shall mean footage acquired from Advance News footage, documentaries (produced after November 3, 1997, provided Actor has

given consent to such use) or news footage with no individual clip exceeding three minutes in duration. For the purposes of clarity, “non-performance footage” involving Actors in non-performance activities (such as interviews, costume fittings and other elements where the performer is not performing whether in rehearsal or on stage) shall not be included in the calculation of running time. Furthermore, this provision is conditioned on the proviso that if work additional to Actor’s normal duties in rehearsing or performing for the stage production is required of the Actor to accommodate the recording, the Actor will be paid the appropriate Equity hourly rehearsal overtime rates for such additional work plus any fees which may be required by SAG-AFTRA. It is agreed that Producer must obtain Equity’s consent to Record more than a total of three days of rehearsal and/or performance. Equity agrees that it shall not unreasonably withhold its consent to such additional Recording.

(2) Clip Use in Other Documentaries. The Producer can use clips of performers from one or more productions in a different documentary with an aggregate limit of an average of three minutes “performance and/or rehearsal” clips per half-hour provided that the Actors seen are paid no less than the applicable SAG-AFTRA rate in accordance with the formulas identified above.

All Actors (including Stage Managers) shall receive billing at the end of any broadcast of the documentary created hereunder.

(I) Session Fees. Producer shall not be required to pay a session fee to any Actor who is not called to be present at the theater or rehearsal space when Recording is taking place. Stage Managers shall be paid the off-camera Principal rate unless they are seen, in which case they shall be paid not less than the on-camera Principal rate.

(J) Payment for Live Television Promotional Appearances. Whenever an Actor appears in costume on a news, talk or entertainment show, said Actor shall be paid not less than one-eighth of the Actor’s contractual salary up to a cap of 250% of weekly minimum salary or, if, applicable the SAG-AFTRA rate. If a Stage Manager is required by Producer to be in attendance at the appearance or a rehearsal for said appearance, he shall also receive payments as outlined in this clause. If the Stage Manager is not called to the appearance or a rehearsal for same, but does work in preparation for or restoration after the appearance, the Stage Manager will be paid at a rate of 1/40 of his contractual salary for each hour or part thereof worked.

(K) 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. MEDIA: RECORDING & BROADCAST - EXPANDED

All productions shall be subject to the provisions of Rule 39 MEDIA: RECORDING & BROADCAST – LIMITED. Producers may elect to avail themselves of the expanded media provisions under the terms and conditions as provided for in this Rule 40.

Not-for-Profit Theatres may elect to opt-in for this Rule 40 MEDIA: RECORDING & BROADCAST - EXPANDED. Once said Theatres opt-in, they shall be bound by the terms of this Rule for the remainder of their season. All other Producers may elect to use this Rule on a per-show basis. Producers that do not elect to utilize the provisions of this Rule will be governed by Rule 39 and will not be required to make the payments set forth herein. A “Media Payment” shall be made to Actors as compensation for the Recording and use detailed below. If a Producer opts-in to use the terms of this Rule, all Actors in the production shall be paid the Media Payment from the first day of rehearsal.

The Media Payment shall be treated as salary, and listed as a separate line item on the Actor's weekly paystub. This Media Payment is in addition to contractual salary and shall be paid for the Actor's entire employment period whether or not the Actor appears in any Recorded material. The Media Payment is subject to pension and dues.

The Media Payment shall be 1.5% of the applicable Actor / Stage Manager / Assistant Stage Manager minimum salary as set forth in Rule 63 SALARIES.

Not-for-Profits under \$4 Million may elect to avail themselves of the expanded media provisions without making the Media Payment of 1.5%.

(A) Broadcast.

Subject to the conditions listed herein, Recorded material of the production may be used as part of a feature story on the production, the Theatre, the arts or any of the artists connected with the production on international, national, state, and local news, arts and arts award broadcasts (provided Actor is signed to the appropriate SAG-AFTRA contract when applicable), broadcast reviews of the production, talk and entertainment programs, community affairs broadcasts, community service programs and media projects for people with disabilities. All of the foregoing shall include, but not be limited to, programs broadcast on radio, network and cable television, and the Internet.

Subject to the conditions listed below, Recording may be made of rehearsals and performances for the uses listed above. The Producer may also Record interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together "Additional Footage") provided the Actor agrees.

(1) During a rehearsal.

(a) Starting with the first day of rehearsal through the official opening or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be Recorded for up to four consecutive hours per day, one day per week. Any Recording or part thereof shall constitute a full four-hour block.

(b) The Stage Manager shall file a report with Equity giving the time utilized for the Recording. Said report shall be initialed by the Deputy(ies). Upon contemplation of Recording during a rehearsal, the Producer shall make every reasonable effort to give the cast 24 hours' notice.

(c) If the time of Recording is changed the Producer shall notify the cast of such change and of the rescheduled time.

(2) At a Performance:

(a) One entire performance may be Recorded only by the Producer or a third party directly engaged by the Producer provided the Producer maintains ownership of all Recorded material. In the event the recording is unusable or there is a cast change, another Recording of an entire performance may be made.

(b) If possible, the cast must be given 24 hours' notice of the Recording of an entire performance or any part thereof.

(c) The cast must be given notice at the half-hour call of the Recording of an entire performance or any part thereof.

(d) No additional or altered lighting may be used. It is intended that in permitting such Recording, neither the Actor nor the audience shall be disturbed in any manner.

(3) Additional Footage:

- (a) The Producer's intent is to show the Actors in the best possible light.
- (b) The Actor's written permission is required at time of Recording for costume fittings/changes and warm-ups. There may be no Recording of nudity.
- (c) There is no time limit on the Recording or use of Additional Footage.

(4) Provisions Applicable to Performance and Rehearsal:

- (a) No more than fifteen (15) minutes of edited performance and/or rehearsal per production Recorded by the Producer or a third party directly engaged by the Producer shall be used. The edited footage/material **may** depict an entire scene or musical number.
- (b) A news organization or media company may only Record up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three minutes of edited performance or rehearsal footage that is Recorded by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.
- (c) A Stage Manager signed to an Equity contract is required at every Recording session.
- (d) For any violation hereof, other than violations of unauthorized subsequent use of the recording, the Producer shall pay one week's contractual salary or Production Minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

(B) Non-Broadcast.

Subject to the conditions listed herein, a recording may be made for non-broadcast promotion, publicity, marketing, solicitation for a separate and future Equity production, public relations, fund-raising, audience development, education, prize, award, and festival applications, and/or civic, state, and national promotion.

Actors employed in a production under the terms of this Agreement may participate in the Recording of material for use by the Producer for the aforementioned purposes under the following terms and conditions:

- (1) All Recording of performance and rehearsal must occur in accordance with Rule 40(A).
- (2) The Producer shall receive no compensation for the exhibition of any material Recorded under the terms of this provision.
- (3) The Producer will provide Equity with the opportunity to view the completed recording.
- (4) The edited recording under the terms of this provision may constitute up to 25% of the Recorded material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited recording may depict an entire scene or musical number.
- (5) There is no time limit on the use of Additional Footage.
- (6) In the event the Producer wishes to submit a recording of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Producer may make a Recording of the production for this sole purpose(s) and shall notify Equity at the time of submission. Any such recording made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT, PRIZE, AWARD OR FESTIVAL

APPLICATION REQUEST PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any recording made under this Rule must also include the Equity logo and identify that Actors in the production are members of Actors' Equity Association.

(7) The provisions of this section are not intended to allow Recording for the creation of television commercials and may not be used in such commercials.

(8) The Producer may retain and use recordings made under this Rule for as long as the Producer operates under the Off-Broadway Agreement, after which the recordings shall be transmitted to Equity.

(9) The Producer will maintain control and ownership of all material Recorded and will ensure that it is used for no commercial purposes whatsoever.

(C) Websites and other Platforms. The League and Actors' Equity acknowledge that consistent and varied promotion and advertising of theatrical productions will promote long term employment for all performers employed in legitimate theater productions and that the Recording of the material and uses contemplated by this provision are intended to achieve this objective.

Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

(1) On web sites of the Theatre and/or Production (including third party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g., Actors' Equity Association, Theatre Communications Group, Americans for the Arts).

(2) On web sites of sponsors and/or supporters of the Theatre and/or Production provided:

(a) The Actor's likeness is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;

(b) At the time of contracting, the Producer solicits from the Actor any current or potential professional conflicts that may limit the use of the Actor's image on the sponsor or supporter's web site, and the Producer, based upon the Actor's written notification, does not use the Actor's image in any way that may pose conflicts;

(c) The footage is not used for more than two years from commencement of the Actor's individual employment contract. The Actor may negotiate a lesser time period, and:

(d) The Producer shall indemnify the Actor against any breach of an Actor exclusivity clause when such breach is a result of the use not authorized by this Rule 40(C)(2).

(3) Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including but not limited to cell phones), sales kiosks, lobby loops, podcasts, wallpaper, and video e-blasts. Producers may also use and provide materials recorded hereunder through other substantially similar delivery platforms that are currently available or as they may evolve.

(4) For all usage authorized by this Rule 40(C) the Theatre or Production's ticket sale information may be presented on the same "page" as the recording. If voice-over or other live actor work performance is required, in addition to the permitted performance footage, the applicable SAG-AFTRA Agreements shall apply to such voice-over or other work.

(5) The above time restrictions apply per distribution point not per delivery platform. Thus, a permitted recording may be used on a number of different web sites, not just one recording for the entire web.

(6) Recordings may be changed on an individual distribution point (e.g., a single web site) as often as the Producer wishes provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.

(7) Use of footage for any purpose other than specified above is strictly prohibited. For any violation under this Rule, the Actor shall be paid no less than two weeks' contractual salary in addition to any SAG-AFTRA amounts which may be due.

(D) Use of Footage After Expiration Date of Contract. Any footage produced under this Rule 40 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.

(E) Recordings for Use By Visual/Audio Interpreters.

(1) The Producer may make an audio and/or video recording or may use material Recorded under Rule 40(A) for the sole purpose of assisting interpreters for the hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such recording, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of Equity and pursuant to terms established by Equity.

(2) Recording will take place during one regularly scheduled rehearsal or performance of each production. There may be no special calls and no special staging for the Recording.

(3) The Actors shall be given at least 24 hours' notice of any Recording hereunder.

(4) No copies of the recording shall be permitted. The recording will be adequately secured by the Stage Manager or the Interpreter to insure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the recording.

(5) After the stated purpose has been accomplished, the recording will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Producer, the Stage Manager, and the Interpreter that no copies of the recording exist.

(6) Any breach of the terms set forth herein shall render the Producer liable for breach penalty payments of not less than two weeks' salary for each Actor affected in addition to any applicable SAG-AFTRA rates.

(F) Additional Terms.

(1) Should the Producer use Recorded material from a previous production or a production produced by a different Producer, the original production will be clearly identified (e.g. "footage from original Off-Broadway cast 2009").

(2) For a tour, if the Producer provides its Recorded material to a presenter who, in turn, elects to promote a season, and that season includes non-Equity productions, the material provided by the Producer must indicate that the Actors and Stage Managers are represented by Equity.

(3) If Recorded material is used to promote a season that includes any non-Equity production, the recorded material must indicate, in an appropriate size and place, that the Actors and Stage Managers are represented by Actors' Equity Association.

(4) Material may not be used to promote a non-Equity production.

(5) The Producer may furnish Recorded material to a subsequent producer, for promotional and publicity purposes only, provided the subsequent producer makes additional payment to each Actor as negotiated by the subsequent producer with Equity. The Producer may use Recorded material to promote and publicize another production of the play produced by the same Producer without additional payment to Actors in the original Off-Broadway production.

(6) Producer will cooperate with Equity to obtain and use footage from any production (including closed productions) for purposes of promoting and branding Actors' Equity Association. This footage may be used provided Equity secures any necessary permissions and credits both the Producer and the Production.

41. 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.

42. MINORS

The following special provisions shall apply to all Minors. The term "Minor" as used herein means any Actor who is both under 19 years of age at the time of signing and who has not completed high school.

(A) The employment of Minors shall be subject to the provisions of the New York State Child Performer Education and Trust Act.

(B) Auditions. When possible, auditions for Minors shall begin no earlier than 3:30pm on school days.

(C) Producer shall provide a responsible person to supervise Minors under 16 years of age during the rehearsal period and all performances, from the half-hour call until Minor(s) is under the care of a responsible parent or adult designated by the parent after curtain down. Such persons shall not perform functions that interfere with the supervision of said Minors. Actors and Stage Managers in the production shall not perform such supervisory duties.

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

(E) Dressing Rooms. Producer shall use reasonable efforts to assign separate dressing areas, subject to availability of space at the theatre, for male and female Minors in age-appropriate combinations, which shall be separate from adult Actors.

(F) During the rehearsal period (including technical rehearsals) the Minor(s) under age 16 shall be dismissed no later than 11:00pm.

43. MORE REMUNERATIVE EMPLOYMENT.

This provision is not applicable to Category D, E, DD and EE theatres.

(A) Short-Term Employment. Should the Actor, while signed to an Off-Broadway Contract, show proof of more remunerative short-term employment in the entertainment industry on a contract with any 4A's union, SDC, AFM or IATSE, the Actor shall be free to

accept such employment upon written notice to the Producer as set forth in (C) and (F), without obligation on either party for performances lost. A copy of said notice must be filed with Equity. Short-Term more remunerative employment ("MRE") provisions are not available to a Principal Actor signed to a Term Contract and as provided for in Paragraph (5) below.

(1) Short-term employment as used in this Rule is employment of no more than two weeks.

(2) An Actor replacing another on short-term employment notice shall be guaranteed 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. If the Producer must engage an additional Actor to replace a "bit" player herein the Actor replaced may not return in less than one week.

(3) Paragraph (2) above notwithstanding, Producer may hire an Actor on a per-performance basis at no less than one-eighth of the applicable minimum weekly salary, as long as the Actor has either performed or understudied the role within the last year. When an Actor is hired under this provision, the Producer shall make a health payment on that Actor's behalf, and no health payment will be required on behalf of the Actor taking MRE leave. The Producer and Actor shall execute a rider stating that the Actor is being hired under the provisions of this rule as an MRE replacement. Producer shall also note on the weekly report the Actor who is out on MRE leave.

(4) If, at the expiration of two weeks, the Actor has not returned to the cast, the Producer shall have two additional weeks to fill the part. In the event that the Actor not returning has a rider to his/her contract which provides for more than two weeks' notice of termination, the Producer shall have the same number of weeks to fill the part. In the event that the Understudy performs the role due to this provision for more than 16 performances, the Understudy shall be paid one-sixteenth of contractual salary for each performance over 16 performances in addition to any other compensation to which the Actor is contractually entitled.

(5) In the event an Actor has accepted more remunerative employment or has been granted a vacation, and further provided that such employment or vacation has been properly posted, another Actor who either performs or understudies the same role shall not be entitled to MRE for the same period of time.

(B) Long-Term Employment. Should the Actor, while signed to an Off-Broadway Contract, show proof of more remunerative long-term employment in the entertainment industry, the Actor shall be free to accept such employment upon written notice to the Producer as set forth in (C) and (F) below. A copy of said notice must be filed with Equity, and at its expiration, the Actor's Off-Broadway Contract shall terminate. (See Rule 70, TERM OF EMPLOYMENT.) Long-Term more remunerative employment provisions are not available to an Actor signed to a Term Contract. (See also Rule 72(C)(4), TERMINATION.)

(C) At least nine days' written notice must be given pursuant to (A) above and 12 days' written notice must be given pursuant to (B) above.

(D) No Actor shall give notice of either short-term or long-term MRE (as defined in 43(A)(1) and (B) of this rule) to be effective within the first 12 weeks after the production's first rehearsal.

(E) 48 Hour Provision.

(1) During the rehearsal period, prior to the Tech Week, upon giving 48 hours written notice to the Producer, the Actor may take up to 2 days leave for more remunerative employment in the entertainment industry. No more than one Actor may be out on such leave at any one time. No Actor may use this clause more than once during the rehearsal period.

(2) After the official opening or 2 weeks after the understudy for the role has been hired, whichever comes later, upon giving 48 hours written notice to the Producer, the Actor may take up to 2 days leave for MRE in the entertainment industry. Such notice shall include one business day, and must be received no later than 2:00 p.m. on Friday for a leave commencing on Monday. The provisions of (A)(5) shall apply.

(3) Leaves defined in 43(E)(1) and (2) above shall be given on a first come, first served basis. Pre-contracted leaves and leaves granted in exception to Rule 43 shall not be deemed to be leaves under this provision (E).

(F) Notice received after 2:00PM on Friday shall be deemed to be accepted as of the following Monday morning.

(G) 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.

(H) Should an Actor leave for More Remunerative Employment without having given the Producer sufficient notice pursuant to paragraph (C) or (F) above, such action will automatically trigger a proceeding before a panel comprising three members of Actors' Equity Association and three members of the League of Off-Broadway Theatres and Producers, which panel shall meet within seven business days of the breach. The panel is authorized to levy a penalty on the Actor to be paid to the Producer.

44. MOTION PICTURE RIGHTS.

(A) If the Producer owns or participates financially in the disposition of the Motion Picture Rights of a Play or Production, the Producer agrees to sign the Equity Motion Picture Rights Agreement prior to the signing of any individual employment contracts. The Producer further agrees that this Motion Picture Rights Agreement is and is offered as a material inducement to the Actor, and is of the essence of the Actor's employment contract.

(B) In the event the motion picture rights are subsequently sold, the Producer or other signatory to the Motion Picture Rights Agreement agrees that up to a maximum of 50% of the monies received by Producer from said sale shall be used exclusively to reimburse all Actors engaged on the Off-Broadway Contract 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, in an amount equal to the difference in their salary on the Off-Broadway Contract and the minimum under the Standard Production Contract which prevailed at the time of the Off-Broadway production for the full rehearsal period and up to seven weeks of performance or an amount equal to two weeks' salary at the Standard Production minimum salary then in effect, whichever is greater. Said 50% shall include all pension monies due on the reimbursements paid to the Actors.

45. NO LOCKOUTS OR STRIKES.

(A) 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 League. 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.

(B) 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.

(C) The provisions of this Rule shall not be deemed to affect the express rights of Equity or the Actor under Rules 8, 16, or 54.

46. NON-RESIDENT ALIENS.

(A) Individual Actors. Upon notice to Equity, the Producer may engage no more than two Non-Resident Alien Actors per season or contract year. The following conditions shall apply to each such Actor:

(1) No later than four weeks prior to the first day of employment, the Producer shall contribute to the Equity-League Health Trust Fund as follows:

(a) For employment of fewer than 20 weeks (rehearsal and performance):

(1) One advance payment equal to the health contribution at the applicable Off-Broadway rate due for the number of weeks required to qualify for six months of health coverage; and

(2) A check in payment of the premium in the amount of \$200.00.

(b) For employment of 20 weeks or more (rehearsal and performance):

(1) One advance payment equal to the health contribution at the applicable Off-Broadway rate due for the number of weeks required to qualify for 12 months of health coverage, and;

(2) A check in payment of the premium in the amount of \$400.00.

(c) If the Non-Resident Alien Actor's employment exceeds the number of weeks pre-paid, the Producer shall make a contribution to the Equity-League Health Trust Fund on behalf of the Non-Resident Alien Actor for each and every additional week of employment.

(B) Unit Companies. Upon notice to Equity, the Producer may present a Unit Company composed of Non-Resident Aliens, no more than once per season or contract year under the following conditions:

(1) When such a Unit Company is presented by a seasonal Producer, the following applies:

(a) No later than four weeks prior to the first performance, the Producer shall make a lump sum payment to the Equity-League Pension Trust Fund. Such payment shall be equal to 8% of weekly category minimum per Actor per week.

(b) The Producer shall engage an American Stage Manager under the terms of the applicable category from the first day of rehearsal at the theater, for the duration of the presentation.

(2) The Producer of single productions may produce one such Unit Company per contract year under the Off-Broadway Contract. Such productions shall also engage an American Stage Manager under the terms of the applicable Category from the first day of rehearsal at the theater, for the duration of the presentation.

- (3) A Unit Company is defined as an organization:
- (a) that will perform at least one full production from its repertoire for a limited engagement not to exceed 20 weeks;
 - (b) that is of internationally recognized status and considered to be of the highest artistic standard and reputation;
 - (c) that has been established and performing for at least one year; and
 - (d) that has a cast complement for the subject production in which at least 75% of the members have had a substantial and sustained relationship with the unit company for at least one year prior to the U.S. engagement.
- (C) Additional Provisions Relating to Non-Resident Aliens. Employment of non-resident aliens is limited to the permissions outlined in this rule.
- (1) Any requests for concessions to this rule are subject to Equity's discretion, and it is understood that Equity's decision in such a matter shall be final and binding and is not subject to arbitration.
 - (2) The Producer must apply for and the non-resident alien and/or company must qualify for the applicable visa.
 - (3) Employment of Canadian Actors will continue to be subject to the provisions of the AEA-CAEA Reciprocal Agreement.

47. 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, video cassette, or any electronic or mechanical reproduction in which any Actor appears nude, each Actor appearing in the scene shall be given an opportunity to view the film or tape 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 photographer, cameraman, 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.

48. 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.

49. OUT OF TOWN ACTOR. (See also Rule 73 TRANSFERS AND CO-PRODUCTIONS)

If an Actor is engaged in an Off-Broadway production which was presented within the previous 6 months under a BAT, CAT or LA Special Production Contract or which is a direct transfer from any other Equity contract, and if that Actor appeared in the previous production and is a bona fide resident of the area in which it was presented*, said Actor shall be paid expense money of no less than \$25/day in addition to contractual salary. This payment will continue, during the time the Actor rehearses or performs away from the Actor's bona fide residence, for the first 9 weeks of employment under a standard contract or the duration of the first term of a term contract. The Actor shall furnish Equity and the Producer, on a form supplied by Equity for that purpose, with the city of the Actor's bona fide residence. For purposes of this rule, a direct transfer shall be defined as a production that begins rehearsal within 6 weeks of the close of the previous engagement and rehearses for fewer

than 14 days (including days off) prior to the first paid public performance under the Off-Broadway contract.

* When the production is a direct transfer, the bona fide residence shall be any area in which the play was performed as an engagement in the transfer.

50. 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 14(B), CLOTHES AND MAKE-UP; 49, OUT OF TOWN ACTOR; 61(B), REST PERIODS, plus compensation paid in acknowledgement of reasonable, legitimate promotional expenses.

51. PERFORMANCES.

(A) Number.

(1) A week's work shall consist of no more than seven performances for categories 1 through 5 and no more than eight performances for all other categories on six consecutive days (See also Rule 10. CATEGORY). There shall be no more than two performances in any one day and no more than five performances in any three 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 16 scheduled performances between days off, the number of allowable rehearsal hours in the second week shall be reduced from eight 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 eight performances are given in any week, provided that if the first paid public performance is on any night except Tuesday or the closing performance is on any night except Sunday night, payment to the Actor for that part of the calendar week in which the first paid public performance and/or 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.

(5) Official Opening and Holiday Schedule. Upon two weeks' written notice to the cast and to Equity, the Producer may alter the performance schedule during holiday periods (Christmas and holy weeks [Easter, Passover and Jewish New Year], Thanksgiving and

New Year's) and for the week of and/or the week prior to the official opening to accommodate a consecutive two-week performance schedule of seven performances in one week and nine performances in the other week. The performance schedule may be altered up to three additional times per calendar year, at the Producers' discretion. In no event may there be more than five performances in any three consecutive days. There must be two days off during such two-week period, not necessarily one in each week.

(B) Extra Performances.

(1) An eighth performance is permitted for Categories 1 through 5, provided that all other requirements of Section (A) are fulfilled. The eighth performance will be paid for at the rate of one-seventh of the Actor's weekly contractual salary.

(2) Extra performances in excess of eight per week are permitted provided that all other requirements of Section (A) are fulfilled. Such extra performances are paid for at the rate of two-eighths of the Actor's weekly contractual salary, and the cast is 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.

(C) Days Off. (See Rule 61(C))

(D) Lost Performances.

(1) If the company cannot perform because of fire, accident, strikes, riot, Act of God, or the public enemy, which could not be reasonably anticipated or prevented, then the Actor shall not be entitled to any salary for the time during which Actor's services shall not for such reason or reasons be rendered, except that the Actor shall receive the applicable minimum salary for the first performance lost. Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract and the Producer will pay for all services to date.

(2) In the event that a government (Federal, State or Municipal) proclamation is issued requesting or directing the closing of businesses for purposes of a national day of mourning and/or any reason, the Producer shall have the option to cancel the performances or rehearsals for that day in compliance with such governmental directive and the Actor shall not be entitled to any salary for such performances canceled.

(3) Any dispute between the Producer and Equity as to whether this Section (D) applies to any given situation may be submitted to grievance and arbitration pursuant to Rule 3, ARBITRATION AND GRIEVANCE, and such determination shall be final.

(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.

52. PHOTOGRAPHS AND PUBLICITY. (See also Rule 5, BILLING AND PROGRAMS and Rules 39 MEDIA: RECORDING & BROADCAST – LIMITED (previously TELEVISION, RECORDING AND MOTION PICTURE). and 40 MEDIA: RECORDING & BROADCAST - EXPANDED).

(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 the play, including any subsequent productions under Equity contract.

(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-eighth of Actor's contractual salary for each day the error remains uncorrected.

(3) Should Equity notify the Producer that a photograph is being used in an unauthorized manner in accordance with paragraph (A) above, the Producer shall send a cease and desist letter to the unauthorized user and make all reasonable efforts to stop the unauthorized use. Rule 8 BREACHES BY PRODUCERS shall not apply in this case.

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

(1) A maximum of two during the rehearsal period;

(2) A maximum of three in the first three months from the first paid public performance.

(3) A maximum of three between the fourth and twelfth month of the run of the production, and, thereafter, three additional calls per year.

(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, but in no event during auditions.

(3) The time during which said photographs may be taken shall not exceed three hours in the case of a dramatic play or four 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.

(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 5(B) or for other reasons resulting from the replacement of an Actor, and such picture call involves three performers or in event that Rule 5(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-eighth 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 47, NUDITY.)

(E) Photographs Used in a Commercial. See Rule 39(C).

(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 \$150 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 \$100 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 (E) shall not apply to the so-called institutional ads similar in type to the department store ads on file at the offices of Equity and the League.

(G) Non-Broadcast Publicity/Promotional Appearances by Actors in the Production.

Actors may be asked to participate in live promotional events outside of the Theatre. All provisions of this Rule 52 apply. In addition, the Producer agrees to the following:

(1) A representative of the Producer (other than the Stage Manager) will be present at each event.

(2) If the publicity call is within 90 minutes of a rehearsal/performance call, the Actor will be provided a meal.

(3) Car fare or transportation will be provided to the Actor if the Actor is required to travel to or from the event between the hours of 12:00am and 7:00am.

(H) Personal and Publicity Appearances. 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.

53. 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 matter 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 5, BILLING and PROGRAMS.)

54. 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.

55. 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 call board. 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.

56. 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 (e.g. "sweetening") 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 provided, however, that the following shall apply if the Actor terminates his/her employment and the recorded voice is not a character the Actor portrays live on stage:

(1) If the Actor terminates during rehearsal the Producer shall have 26 weeks' use of the recording in performance at no additional compensation.

(2) If the Actor terminates during previews (prior to the official opening), the Producer shall have 13 weeks' use of the recording in performance at no additional compensation.

(3) If the Actor terminates after the official opening, the Producer shall have use of the recording for no additional compensation for the period equal to the length of the Actor's notice clause.

(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 SAG-AFTRA non-broadcast, off-camera (or in the case of video, on-camera) daily rate provided no more than two minutes of such Recorded material is used in the production for each such Actor. If the Recorded material exceeds two minutes, an Actor not otherwise under contract to the production may be hired on a minimum 2-week contract for the purpose of Recording audio or video material for use in the production. A minimum payment of 2 weeks' applicable minimum salary, pension and health shall be made for each 26 weeks' use of the Recorded material. Any recording so produced may be used for that one production only.

(D) This provision will not apply to a recognizable "star" 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 Producer transfers a production from a NYC-LOA, Mini or Transition Agreement to Off-Broadway, any recording produced pursuant to the terms of such agreement may be used in the Off-Broadway production for up to 18 weeks

provided each Actor agrees in writing and is paid no less than the difference between the Actor's contractual salary under the previous agreement and the applicable Off-Broadway minimum.

57. REHEARSALS.

(A) Beginning of.

(1) Rehearsal salary shall begin with the date specified on the Actor's individual contract. Subsequent to the signing of an Off-Broadway contract, the Actor may agree to attend no more than three days of pre-rehearsal within a seven day period, prior to the start of the Actor's contracted rehearsal period. If the Actor does attend, the Producer shall pay for one week of the applicable health rate plus pension for the three-day period, and the Actor shall receive one-sixth rehearsal salary for each day. The period between this pre-rehearsal and the Actor's actual first day of rehearsal shall not exceed nine weeks.

(2) The Producer and/or Stage Manager must notify Equity of the time and place of the first day of rehearsal at least two days prior to the first rehearsal.

(B) Continuous.

(1) It is agreed that except as stipulated in 57(A) above, 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.

(C) Rehearsals Prior to and During the Week of the First Paid Public Performance.

(1) The total workweek (Monday through Sunday) shall be limited to no more than 40 hours for Categories 1, 2 and 3 and no more than 42 hours for all other categories, with no more than 7 out of 8½ consecutive hours on no more than six days, said rehearsal to be computed from the time of rehearsal call for each Actor. (See also C(5) below re: tech week)

(2) Breaks. During the rehearsal period there shall be a recess of one and one-half hours after a period of not more than five consecutive hours of rehearsal. Except during run-throughs and dress rehearsals, there shall be a break of five minutes after no more than 55 minutes of rehearsal or 10 minutes after no more than 80 minutes of rehearsal for each member of the company. During non-stop run-throughs, there shall be a break of not less than 10 minutes at the intermission point(s).

(3) The Company, by a two-thirds secret ballot vote, may elect to rehearse seven out of eight hours.

(4) At the request of the Director and/or Producer, the Company, by a two-thirds secret ballot vote, may elect to rehearse for six consecutive hours provided the total rehearsal hours for the day do not exceed six hours.

(a) This six-hour block shall constitute the entire work schedule for the day.

(b) Each six-hour rehearsal shall replace a typical 7 out of 8 ½ hour rehearsal schedule.

(c) Within the six-hour rehearsal block, there shall be 40 minutes of break time to distributed in accordance with section (D)(2) below except that one break shall be not less than 20 minutes.

(5) The above notwithstanding, during the two-week period consisting of the workweek preceding and the workweek including the first paid public performance, rehearsal may include no more than a total of 5 days of not more than 10 out of 11 ½ hours; any other

rehearsal days in this period shall be no longer than 7 out of 8 ½ hours except that rehearsal on any performance day may not exceed 4 hours. Rehearsal on any two-performance day shall be limited to 2 hours. (See also Rules 42(D) and 42(F) regarding Minors.)

(6) Days Off During Rehearsal Period. There shall be one day off in each workweek (Monday through Sunday), except that the day off for the workweek containing the first paid public performance may be waived or may be moved to the previous workweek. In no event, however, may there be more than 13 days between days off in this two-week period. However, if there is no full day off within the 7 days prior to the first paid public performance, there shall be a daylight day of rest within the 7 days prior to the first paid public performance. A daylight day of rest shall be defined as having no more than 5 hours of rehearsal beginning no earlier than 7 hours after the end of the required overnight rest period, but in no event earlier than 6:00 p.m. (See also Rule 61(C)).

(D) Rehearsals During Preview Period. (Beginning the week following the first paid public performance.)

(1) Hours.

(a) Rehearsals and/or note sessions shall not exceed 7 out of 8 ½ consecutive hours on any workday when there is no scheduled performance, or 4 hours on a preview day unless the overtime rate is paid for each hour or part thereof over 4 hours except that overtime rehearsal shall not exceed 2 hours.

(b) Rehearsals and/or note sessions on two-performance days prior to the official opening shall be limited to either 2 one-hour calls or 1 two-hour call in a single week. There shall be no overtime rehearsal on a two-performance day.

(c) However, after the official opening or 10 weeks after the commencement of rehearsals, whichever is sooner, there may be no rehearsals or note sessions on two-performance days except in an emergency.

(d) In the event the Producer cancels a performance in a week where eight performances are regularly scheduled, the Producer may convert such performance time to rehearsal hours, subject to Equity's consent, which shall not be unreasonably withheld.

(2) Breaks. There shall be a recess of one and one-half hours after a period of not more than five consecutive hours of performances and/or rehearsals combined. In addition, except during run-throughs and dress rehearsals, there shall be a break of five minutes after no more than 55 minutes of rehearsal or 10 minutes after no more than 80 minutes of rehearsal for each member of the company. During non-stop run-throughs, there shall be a break of not less than 10 minutes at the intermission point(s).

(3) If after four weeks of paid public performance but in no event more than eight weeks from the first day of rehearsal for dramatic productions or ten weeks from the first day of rehearsal for musicals, the show has not opened officially, rehearsal and actual performance times including half hour shall not exceed 32 hours per week. For musicals, in weeks nine and ten of rehearsal, Actors called to rehearse on the day after the day off shall be compensated at the straight overtime rate.

(E) Rehearsals After Official Opening.

(1) Rehearsals and/or note sessions shall be limited to 8 hours per week for Principals and Chorus, 12 hours for Understudies, Dance Captains and Stage Managers (see also Rule 68(P) for Stage Managers) and shall take place on no more than 3 days. Stage Manager's production note sessions, reports and prep work shall not be counted towards this limit and any overtime requests must have prior approval by Producer. No overtime

shall be scheduled or incurred without prior written approval of Producer. Rehearsals may be scheduled on one-performance days for no more than 4 hours. There shall be no rehearsal permitted on two-performance days, except in an emergency (See Rule 74(C) UNDERSTUDIES).

(2) There will be no rehearsal and/or note sessions on the day following the day off except for opening night in a new theatre when a production has changed theatres, emergency and/or cast replacements if the replacement is going into the performance that evening or if the replacement has previously performed in an emergency situation without having had a put-in rehearsal. The above notwithstanding, in the event that any Actor has given notice pursuant to provisions of Rule 43, MORE REMUNERATIVE EMPLOYMENT, all Actors in the company may be called to rehearse on the day after the day off for no additional compensation if the Understudy or replacement Actor is being put into the show within two non-matinee days. Any additional allowable hours of rehearsals incurred to cover the absence of any Actor out under the provisions of Rule 43, MORE REMUNERATIVE EMPLOYMENT, which are not already permitted under Rule 57, REHEARSALS, shall be payable at the straight overtime rate. Rehearsals called for the purpose of replacing musicians shall be paid for at the overtime rate.

(3) Except for Stage Managers rehearsing pursuant to the above provision (2) regarding rehearsal for replacement Actors, Stage Managers required to rehearse on the day after the day off shall be compensated at the hourly rate as listed below but in no event shall be compensated at a rate less than any Actor earns for the same hours rehearsed.

Not-for-Profit Under \$4 Million Categories 1 through 5	Not-for-Profit Over \$4 Million Categories DD & EE
Not-for-Profit Over \$4 Million Categories AA through CC	Commercial Categories D & E
Commercial Categories A through C	
\$29.00	\$34.00

(F) Rehearsal Salary (See also Rule 63(B)).

(1) Rehearsal salary shall be the effective minimum salary set forth in the Base Level of Rule 63, SALARIES.

(2) In the event a replacement or understudy performs the role or a portion thereof prior to the conclusion of his/her contracted rehearsal period, said replacement or understudy shall be paid his or her contractual salary pursuant to Rule 63.

(3) Where pro-rata rehearsal is permitted, payment shall be at the rate of one-sixth of rehearsal pay for each day or part thereof. (See Rule 63, SALARIES.)

(4) During the first five weeks of the production's initial rehearsal period, rehearsal salary shall be paid. Thereafter, full contractual salary shall be paid.

(5) Salary During Week of First Preview. During the week that contains the first paid public performance, Actor shall receive 1/6th of rehearsal salary for each day of rehearsal. Actor shall also receive 1/8th of contractual salary for each performance given during this week. In no case may Actor receive less than minimum weekly salary. Should a full day off be given for the week containing the first paid public performance (see rule 61(C)(1)), salary for the week containing the first paid public performance will not exceed weekly

contractual salary, not including overtime and/or penalty payments. Should a full day off not be given for that week (see Rule 61(C)(1)), Actor shall receive, without limitation, 1/6th of rehearsal salary for each day of rehearsal plus 1/8th of contractual salary for each performance given in this week.

(G) Days Off. See Rule 61(C).

(H) 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 within 12 months, 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 rehearsal or contractual salary (up to triple the applicable Off-Broadway Contract minimum) 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, the League and Equity, the matter will be resolved in accordance with the procedures set forth in Rule 3, ARBITRATION AND GRIEVANCE.

(4) If the Actor's salary is reduced twice within twelve months 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 work week 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 eighths. 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.

(I) 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.

(J) Overtime. Should the Actor rehearse more than the hours stipulated in this Rule, the Producer shall pay overtime for any hour or part thereof for each instance of such overtime rehearsal as set forth below.

Not-for-Profit Under \$4 Million Categories 1 through 5	Not-for-Profit Over \$4 Million Categories DD & EE
Not-for-Profit Over \$4 Million Categories AA through CC	Commercial Categories D & E
Commercial Categories A through C	
\$20.00	\$25.00

(K) Attendance at. After the official opening, if a Principal, Chorus or Understudy Actor has other employment (not an audition) 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. However, for Understudies, this rule will become effective the later of one week after the official opening or four weeks after employment or assignment, and the Understudy shall be required to give 48 hours advance notice of such other employment in order to be released from an understudy rehearsal, but Rule 43, MORE REMUNERATIVE EMPLOYMENT, will be applicable two weeks after employment or assignment, but in no case sooner than twelve weeks after the production's first rehearsal (see Rule 43(D)).

(L) Notes. Notes may not be given after the half-hour call except by the Stage Manager, Dance Captain or Fight Captain.

(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 14(L), CLOTHES AND MAKE-UP.)

(O) Rehearsals Lost.

(1) If a Producer is prevented from giving rehearsals because of fire, accident, riot, strikes, illness or death of star or prominent member of the cast, Act of God or act of public enemy which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the rehearsal period herein provided.

(2) In the event that a governmental (Federal, State or Municipal) proclamation is issued requesting or directing the closing of businesses for purposes of a national day of mourning and/or any reason, the Producer shall have the option to cancel the rehearsal in compliance with such governmental directive and the Actor shall not be entitled to any salary for such rehearsals that are lost.

(3) Up to the time of suspension of rehearsals, payment of Rehearsal Salary shall be made as provided herein, and when the said layoff on the above account shall have continued for two weeks, the Producer shall pay half contractual salary for two further weeks, at the end of which time the Actor may terminate the Actor's contract, without payment or penalty, unless the Producer continues the services of the Actor by paying the Actor full salary therefore.

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

(Q) Picture Calls. (See Rule 52(B) PHOTOGRAPHS AND PUBLICITY.)

58. REOPENING OF A PLAY.

A play once closed shall not be reopened within six 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.

59. 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 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 3, may determine that the Actor shall not perform and may be temporarily replaced for a single performance. In this instance 59(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 therefore 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 therefore 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 72(E)), 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 59(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 through its Cuts Board under the same rules and procedures covering "Cuts." (See also Rule 18, CUTS.)

(E) Role Cut Out. (See also Rule 72 TERMINATION (See also Rule 43, MORE REMUNERATIVE EMPLOYMENT and Rule 59, REPLACEMENT OF ACTOR.)

(1) Standard Minimum. If an Actor's role is cut out before the first public performance, the Producer shall pay to the Actor a sum equal to two weeks' contractual salary plus any rehearsal salary due.

(2) Term Contract. If an Actor's role is cut out before the official opening or up to eight weeks from the first day of rehearsal whichever is sooner, the Producer may terminate said contract by the payment of a sum equal to two weeks contractual salary to the Actor, in addition to all sums due for services rendered, plus up to eight additional weeks' salary to the extent that the play continues to run more than two weeks after the Actor's role is cut out or terminated as herein provided. In no event shall the Actor receive less than the guarantee period specified in the Actor's contract of employment.

60. 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. 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 68(B), STAGE MANAGERS.)

(B) If the Producer does not file Pension and Health reports for four weeks, the Producer shall pay to the Actors' Equity Foundation, Inc. the sum of \$25.00 for each subsequent week of failure to file.

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

- (1) AEA Contracts Department;
- (2) AEA Membership Department;
- (3) Equity League Health Trust Fund;
- (4) Equity League Pension Trust Fund.

(D) 401(k) Contribution Report shall be sent to the Equity League 401(k) Trust Fund should any Actor elect to have 401(k) contributions deducted from his weekly salary. (See also Rule 31, 401(k) Plan Deferral.)

Time Limit. If, within four weeks of the receipt of the required above-listed reports, Equity fails to notify the Producer of a possible violation based on these reports or fails to request further information based on these reports, Equity shall not thereafter take any action or make claims based upon such reports. This time limit provision shall not apply to pension and health reporting.

61. REST PERIODS AND DAYS OFF. (See also Rule 57(C) and 57(D), REHEARSALS)

(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, except the rest period leading into the final day before the first paid public performance which shall be 10 hours for all Actors, including Stage Managers. (The rest period leading into the day of the first paid public performance shall be 12 hours.)

(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 \$16.00.

(2) Under no circumstances may there be less than 45 minutes between two-night performances from the close of the first performance to the start of the second performance.

(3) Where the rest period is less than one and one-half hours, should an Actor request food, it will be made available at the beginning of the rest period at the Actor's expense.

(C) Days Off. There shall be one day off in each workweek (Monday through Sunday), said day off to be completely free of any rehearsal and/or performance, except as expressly permitted in (1) and (2) below. In no event may there be more than thirteen days between days off.

(1) The day off may be waived in the workweek containing the first paid public performance or may be moved to the previous week. If there is no full day off within the seven days prior to the first paid public performance, there shall be a daylight day of rest within the seven days prior to the first paid public performance. A daylight day of rest shall be defined as having no more than five hours of rehearsal beginning no earlier than seven hours after the end of the required overnight rest period, but in no event earlier than 6:00 p.m.

(2) In the two-week period prior to and including the official opening, the performance schedule may be altered so that there may be seven performances in one week (with two days off) and nine performances in the other week (with no day off).

62. SAFE AND SANITARY CONDITIONS OF EMPLOYMENT.

The Producer agrees to provide the Actor with safe and sanitary places of employment. (See also Rule 4(G), AUDITIONS, Safe and Sanitary.)

(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 adequate hand-rails or hand supports, 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 use best efforts to 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) Access to a telephone for use in the event of an emergency.
- (6) For dance rehearsals: sprung dance floor.
- (7) Ample, pure, cool drinking water shall be provided wherever the Actor is required to rehearse.
- (8) First Aid kits, stocked with adequate supplies, shall be available and easily accessible at all times to rehearsal areas.

(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. Heating and air conditioning systems shall be properly maintained in good working condition. 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, dehumidifiers, portable heaters, ice packs and cool drinking water.

(2) Telephone. A landline telephone shall be accessible for use by Actors in the event of an emergency.

(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.

(5) Fire Safety Procedures. The Producer must post fire safety procedures, which shall include the location of all fire exits, fire fighting equipment and evacuation procedures. The theatre's designated Fire Guard shall give the Actors a walk-through of the building to point out fire exits.

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

(a) One dressing room for men.

(b) One dressing room for women.

(c) Adequate wash basins, with adequate hot and cold water, not custodial sinks.

(d) 30 inches of dressing table space with chairs and mirrors near for each Actor.

(e) 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.

(f) 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.

(g) All dressing rooms must be properly heated or air-conditioned as necessary. Each dressing room must be equipped with an air-conditioning system, air-cooling system, or

some similar type of mechanical device. Every effort will be made to keep rooms at a comfortable and healthful temperature by the time of the Actors' call. 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.

(h) 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.

(i) 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.

(j) Dressing rooms shall be painted and maintained as necessary. Peeling paint and loose plaster shall be repaired upon written notification by Equity as soon as practicable.

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

(a) One private toilet for each gender.

(b) Adequate wash basins, with adequate hot and cold water, not custodial sinks.

(c) 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.

(d) Washrooms and toilets must be cleaned at least once each working day. Floors shall be washed or vacuumed at least once each week. Showers as specified in (c) above shall be available for use and cleaned as necessary.

(e) Washrooms shall be painted and maintained as necessary. Peeling paint, loose plaster and faulty plumbing shall be repaired upon written notification by Equity as soon as practicable.

(8) The facilities listed above in (6) and (7) must be separate from audience facilities and easily accessible to the cast at all times.

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

(a) 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.)

(b) 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.)

(c) 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.

(d) 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.

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

(f) The Stage Manager's booth must be properly heated or air conditioned 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.

(g) 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. (See also Rule 68(N)(1)(d))

(h) 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 as soon as practicable.

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

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

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

(13) Inherently Dangerous Conditions Prohibited.

(a) No Actor shall be required to perform any feat or act, which places Actor in imminent danger or is inherently dangerous, nor shall any Actor be required to perform in a costume or upon a set, which is inherently dangerous. It is not the intent of Equity to interfere with proper artistic judgments of the Producer but only to protect the Actor from injury, which may jeopardize or terminate a professional career. The Producer shall advise Equity as soon as possible when, in Producer's judgment, there is a potentially dangerous situation. If Equity deems the situation to be one which should be prohibited by this section and the Producer does not agree, the matter shall be submitted for prompt consideration by an industry committee composed of the President of the League of Off-Broadway Theatres and Producers, or his/her designee, representing the League and the Executive Director of Equity, or his/her designee, representing Equity. If the two cannot agree, the matter shall promptly be submitted directly to arbitration.

(b) 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) 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.

(3) Equity shall have the sole right, after meaningful consultation with Producer, to determine what constitutes Extraordinary Risk as defined herein, and may in its discretion order that such Risk be removed from the production.

(14) Smoke and Haze Effects.

(a) 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*.

(b) Notice Requirement.

(1) One week prior to the first day of tech, if known, but in any case prior to the first use of any smoke or haze effect with Actors, the Producer must send written notification to Equity which shall include the following:

(a) The names of all machines, fluids and attachments (e.g. chiller, etc) being used.

(b) Indicate whether each 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.

(2) No later than one week after the first paid public performance, the Producer must send written notification including but not limited to the following:

(a) The location and setting of each machine and fluid combination

(b) A list of the cues, including the cue lengths and the distance between the effect's release point and the nearest actor

(c) All applicable calculations and/or air sampling data

(c) 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.

(15) Inclined Playing Surfaces

(a) An "inclined playing surface" is defined as a major acting area that is inclined.

(b) Prior to the construction of any inclined playing surface where the incline will be greater than 1/2 inch per foot, the Producer shall promptly notify Equity of such plans and provide such information as Equity may reasonably request. It is understood that when a Producer is utilizing a set from a prior production, said notice may not be possible and the Producer agrees to notify Equity as soon as a determination is made that such set will be utilized.

(c) When an inclined playing surface is used, a qualified instructor will give instructions to the cast during rehearsal hours prior to rehearsals commencing on the inclined playing surface, as to how to perform on the inclined playing surface in order to avoid the risk of injury. A qualified instructor shall be a health care practitioner who is 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. Thereafter, brush-up instructions will be provided at

least once each year. Instructions will also be provided for all replacement Actors as well as Swings and Understudies, before their first paid public performance.

(16) Pyrotechnic Effects/Chemical Snow Machines. Prior to the use of any pyrotechnic and/or chemical snow machine effect, the Producer must send written notification to Equity.

(E) 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.

63. SALARIES.

(A) The Actor's minimum weekly salary shall be as follows:

Not-for-Profit Under \$4 million						
Category	Job Function	11/21/16 – 7/31/17	8/1/17 - 7/31/18	8/1/18 - 7/31/19	8/1/19 - 7/31/20	8/1/20 - 7/31/21
1	Actor	\$451	\$523	\$601	\$615	\$630
	SM	\$541	\$628	\$721	\$738	\$756
	ASM	\$496	\$575	\$661	\$677	\$693
2	Actor	\$475	\$540	\$610	\$623	\$635
	SM	\$570	\$648	\$732	\$748	\$762
	ASM	\$523	\$594	\$671	\$685	\$699
3	Actor	\$550	\$587	\$625	\$662	\$700
	SM	\$660	\$704	\$750	\$794	\$840
	ASM	\$605	\$646	\$688	\$728	\$770
4	Actor	\$575	\$613	\$652	\$691	\$730
	SM	\$690	\$736	\$782	\$829	\$876
	ASM	\$633	\$674	\$717	\$760	\$803
5	Actor	\$630	\$677	\$725	\$772	\$820
	SM	\$756	\$812	\$870	\$926	\$984
	ASM	\$693	\$745	\$798	\$849	\$902
	Dance Captain	See Rule 19				

Term Increments November 21, 2016 – July 31, 2021 (Add to Base Salary)					
Category	1	2	3	4	5
13 week Term	\$110	\$110	\$100	\$90	\$80
26 week Term	\$205	\$175	\$140	\$115	\$115

Not-for-Profit Over \$4 million						
Category	Job Function	11/21/16 – 7/31/17	8/1/17 - 7/31/18	8/1/18 - 7/31/19	8/1/19 - 7/31/20	8/1/20 - 7/31/21
AA	Actor	\$527	\$564	\$637	\$650	\$656
	SM	\$632	\$677	\$764	\$780	\$787
	ASM	\$580	\$620	\$701	\$715	\$722
AA+	Actor	\$621	\$660	\$697	\$753	\$808
	SM	\$745	\$792	\$836	\$904	\$970
	ASM	\$683	\$726	\$767	\$828	\$889
BB	Actor	\$626	\$669	\$715	\$780	\$850
	SM	\$751	\$803	\$858	\$936	\$1,020
	ASM	\$689	\$736	\$787	\$858	\$935
CC	Actor	\$631	\$690	\$783	\$867	\$971
	SM	\$757	\$828	\$940	\$1,040	\$1,165
	ASM	\$694	\$759	\$861	\$954	\$1,068
DD	Actor	\$831	\$911	\$1,020	\$1,103	\$1,212
	SM	\$997	\$1,093	\$1,224	\$1,324	\$1,454
	ASM	\$914	\$1,002	\$1,122	\$1,213	\$1,333
EE	Actor	\$901	\$995	\$1,167	\$1,281	\$1,453
	SM	\$1,081	\$1,194	\$1,400	\$1,537	\$1,744
	ASM	\$991	\$1,095	\$1,284	\$1,409	\$1,598
	Dance Captain	See Rule 19				

Term Increments November 21, 2016 – July 31, 2021 (Add to Base Salary)						
Category	AA	AA+	BB	CC	DD	EE
13 week Term	\$110	\$110	\$110	\$100	\$90	\$80
26 week Term	\$205	\$175	\$175	\$140	\$115	\$115

Commercial Productions						
Category	Job Function	11/21/16 – 7/31/17	8/1/17 - 7/31/18	8/1/18 - 7/31/19	8/1/19 - 7/31/20	8/1/20 - 7/31/21
A 100-199 Seats	Actor	\$608	\$621	\$635	\$646	\$665
	SM	\$730	\$745	\$762	\$775	\$798
	ASM	\$669	\$683	\$699	\$711	\$732
B 200-250 Seats	Actor	\$712	\$727	\$742	\$757	\$778
	SM	\$854	\$872	\$890	\$908	\$934
	ASM	\$783	\$800	\$816	\$833	\$856
C 251-299 seats	Actor	\$823	\$839	\$856	\$873	\$899
	SM	\$988	\$1,007	\$1,027	\$1,048	\$1,079
	ASM	\$905	\$923	\$942	\$960	\$989
D 300-350 Seats	Actor	\$966	\$985	\$1,005	\$1,025	\$1,054
	SM	\$1,159	\$1,182	\$1,206	\$1,230	\$1,265
	ASM	\$1,063	\$1,084	\$1,106	\$1,128	\$1,159
E 351-499 seats	Actor	\$1,084	\$1,105	\$1,127	\$1,150	\$1,182
	SM	\$1,301	\$1,326	\$1,352	\$1,380	\$1,418
	ASM	\$1,192	\$1,216	\$1,240	\$1,265	\$1,300
	Dance Captain	See Rule 19				

Term Increments November 21, 2016 – July 31, 2021 (Add to Base Salary)					
Category	A	B	C	D	E
13 week Term	\$110	\$110	\$100	\$90	\$80
26 week Term	\$205	\$175	\$140	\$115	\$115

(1) Any Actor employed on a contract dated prior to the start of each new contract year as listed in the salary charts, and who receives a weekly contractual performance salary of \$100 or less above the minimum for that theatre, shall have added to the Actor's contractual performance salary the dollar equivalent of the increase in the applicable category minimum effective as of the start of each new contract year.

(2) Cost of Living Increases for Commercial Categories A through E.

(a) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of July 2017, as published by the U.S. Bureau of Labor Statistics is more than 8% higher than such figure for the month of July 2016, then and in such event, all of the first year minimum salaries specified in Rule 63, SALARIES, Base Level, above, shall be multiplied by the amount of such excess percentage but in no event by more than three percent, and the dollar amounts resulting there from shall be added to the

second year minimum salaries specified in Rule 63, SALARIES, Base Level, (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(b) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of July 2018, as published by the U.S. Bureau of Labor Statistics is more than 8% higher than such figure for the month of July 2017, then and in such event, all of the second year minimum salaries specified in Rule 63, SALARIES, Base Level, above, shall be multiplied by the amount of such excess percentage but in no event by more than three percent, and the dollar amounts resulting there from shall be added to the third year minimum salaries specified in Rule 63, SALARIES, Base Level, (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(c) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of July 2019, as published by the U.S. Bureau of Labor Statistics is more than 8% higher than such figure for the month of July 2018, then and in such event, all of the third year minimum salaries specified in Rule 63, SALARIES, Base Level, above, shall be multiplied by the amount of such excess percentage but in no event by more than three percent, and the dollar amounts resulting there from shall be added to the fourth year minimum salaries specified in Rule 63, SALARIES, Base Level, (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(d) If the All Urban Consumers, New York-Northeastern New Jersey Cost of Living Index figure for the month of July 2020, as published by the U.S. Bureau of Labor Statistics is more than 8% higher than such figure for the month of July 2019, then and in such event, all of the fourth year minimum salaries specified in Rule 63, SALARIES, Base Level, above, shall be multiplied by the amount of such excess percentage but in no event by more than three percent, and the dollar amounts resulting there from shall be added to the fifth year minimum salaries specified in Rule 63, SALARIES, Base Level, (as adjusted by the cost of living increase under paragraph (a) hereof, if any).

(e) If any C.O.L.A. in years 2, 3, 4 or 5 of this Agreement causes the Base Level salary scale to exceed the salary scale of the levels above it, such new Base Level salary shall become the minimum salary for the applicable Level(s) which it exceeds.

If the C.O.L.A. causes the Gross of the Base Level to increase in years 2, 3, 4 or 5 of this Agreement, it is understood that the salary stipulated in the Base Level of each theatre Category will be considered as the applicable minimum salary in each such Category, and the next level shall have as its minimum Gross figure such adjusted Gross of the Base Level plus \$1.00, and any fixed Gross of other levels which are surpassed by the C.O.L.A. adjusted Gross of the Base Level shall be eliminated. In no event will the increase in any Gross Level affected by the C.O.L.A. escalate the minimum salary beyond that specified in the Base Level of each Category.

(B) Rehearsal Salary.

(1) Rehearsal salary shall be the effective minimum salary set forth in the Base Level for each theatre Category of Rule 63 above.

(2) In the event a replacement or understudy performs the role or a portion thereof prior to the conclusion of the contracted rehearsal period, said replacement or understudy shall be paid his or her contractual salary pursuant to Rule 63.

(3) Where pro-rata rehearsal is permitted, payment shall be at the rate of one-sixth of rehearsal pay for each day or part thereof.

(4) During the first five weeks of the production's initial rehearsal period, rehearsal salary shall be paid. Thereafter, full contractual salary shall be paid.

(5) Salary During Week of First Preview. During the week that contains the first paid public performance, Actor shall receive 1/6th of rehearsal salary for each day of rehearsal. Actor shall also receive 1/8th of contractual salary for each performance given during this week. In no case may Actor receive less than minimum weekly salary. Should a full day off be given for the week containing the first paid public performance (see rule 57(C)(6)), salary for the week containing the first paid public performance will not exceed weekly contractual salary, not including overtime and/or penalty payments. Should a full day off not be given for that week (see Rule 57(C)(6)), Actor shall receive, without limitation, 1/6th of rehearsal salary for each day of rehearsal plus 1/8th of contractual salary for each performance given in this week.

(6) Stage Manager Tech Week Compensation. For the tech week of each production, the Stage Manager and Assistant Stage Manager shall be paid, in addition to contractual salary, not less than 1/6th of contractual salary, with method of payment to be stated in a rider to the Contract. This increment shall be paid in addition to any penalty or overtime due during tech week.

(C) Long Term Employment. After every 32 weeks that an Actor is engaged in a production, the Actor shall receive an automatic \$10 salary increase. This salary increase shall be in addition to any new minimums created by the Cost of Living increases. The employment period specified need not be consecutive. A Principal Actor engaged on a Term Contract shall not benefit from this provision.

(D) 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. The Producer shall make best efforts to make payments in a manner that preserves Actors' normal tax withholding rate pursuant to applicable laws and generally accepted accounting principals.

(E) 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.

(F) 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.

(G) 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 (H) below and Rule 68(C).)

(H) Set Moves.

(1) Definition of Work Permitted Without Additional Compensation:

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

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.

(b) 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.

(c) 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.

(2) 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.

(3) Mutual Agreement.

The actor shall not be required to do any set or prop moves as defined in Rule 63(H)(2)(a) and (b) above without mutual agreement. Such additional duties upon Equity approval 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.

(I) Overtime. (See Rule 57(J) & Rule 57(E)(3).)

(J) Payment Due. The Producer may elect to pay salaries either:

(1) Each week on the day before the last banking day of the week, but no later than Thursday; or

(2) No later than Thursday of the following work week. If this option is elected, the Producer shall notify each Actor at the time of offer of employment that this will be the method of payment.

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.

64. 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.

65. 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 satisfactory to Equity shall be deposited as security with Actors' Equity Association in a form acceptable to Equity.

(2) Bond must be posted prior to the first rehearsal. Contracts will not be issued until the bonding process is completed. In the event of a default by the Producer, Equity reserves its rights to pursue any and all claims through the Arbitration process set forth in Rule 3, ARBITRATION AND GRIEVANCE of this Agreement, and, if necessary, to place the Producer's name on Equity's Defaulting Employer's List.

(3) The entire bond, or the remainder of the bond minus the bookkeeping fee should Equity invade the bond, is returnable to the guarantor 28 days after termination of the engagement and after all the Producer's obligations have been met.

(4) Annual Clearance. For any production running longer than one year, Equity will inform the Producer once each year, within 30 days of the anniversary of the first paid public performance, of any outstanding obligations, including but not limited to, Pension and Health reports and/or payments, dues reports and/or payments, executed contracts and/or riders, and payments to or on behalf of Actors.

66. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE

(A) It is understood and agreed that the Actor is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or Laws including Unemployment Insurance and that the Producer during the term of the Actor's contract shall pay any and all taxes or payments required to be paid by employers under the provisions of said law.

(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.

67. STAGE FIGHTING / STUNTS.

The following regulations shall govern whenever a production requires Actors to enact a fight and/or stunt:

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

(B) All stage fights and/or stunts 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 and/or stunts). If all Actors (including Understudies) performing the stunts are trained in that stunt specialty, no qualified professional shall be required.

(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.

(D) The Fight Captain shall be paid not less than \$20.00 per week beginning with the week of the first paid public performance.

(E) At the express discretion of the Fight Captain and/or Stage Manager, all Actors who participate in a fight/stunt 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 through. These rehearsals shall not come out of regular rehearsal hours and shall not be subject to overtime.

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

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

(H) After the official opening, the Fight Captain and Stage Manager must be consulted before any changes are made in a fight/stunt routine.

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

(J) All rehearsals shall utilize tumbling mats. The Producer shall provide any necessary protective clothing for rehearsal and/or performance. (See Rule 14(F).)

(K) Proper first-aid information and equipment (including ice-packs) shall be made available at any rehearsal or performance site where stage fighting/violence/stunts occurs. (See Rule 62(D)(12).)

(L) Firearms.

(1) Whenever firearms are used in a production, there shall be a safety demonstration for the entire company conducted by a qualified individual, 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 as well as Swings and Understudies, before their first paid public performance, which demonstration time shall be counted as rehearsal time. Brush-up safety demonstrations and/or instructions shall be required at least once each year, which demonstration time shall not be counted as rehearsal time nor compensated but shall be in addition to rehearsal or performance. Attendance at the yearly demonstration shall be mandatory. Any and all modifications to firearms shall be done by a licensed gunsmith.

(2) It shall be the responsibility of the Producer to insure that any use of firearms in the production is in compliance with all applicable state and/or local laws regulating the use of firearms in theatrical productions.

(3) Any costs associated with the use of firearms shall be borne by the Producer.

68. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.

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

(B) There shall be at least one Stage Manager ("SM") for each production. The SM 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 SM's pre-production weeks. SM's shall not be permitted to act except in an emergency. Stage Managers shall not be permitted to understudy.

(C) There shall be at least one Assistant Stage Manager ("ASM") in each production. The Stage Manager shall be consulted in the hiring of the Assistant Stage Manager. On musical productions, the ASM shall be engaged at least two days before the beginning of rehearsal and shall receive at least two days' rehearsal salary before rehearsals begin. On all other productions the ASM shall be engaged at least one day before the beginning of rehearsal and shall receive at least one day's rehearsal salary before rehearsals begin. Weekly reports must be filed for the ASM's pre-production days. The ASM shall not be permitted to act except in an emergency. Assistant Stage Managers shall not be permitted to Understudy.

(D) The Assistant Stage Manager may participate as necessary in scene shifts (without additional compensation) only to the extent that such participation does not interfere with the ASM's primary duties. Set or prop moves which are inherently hazardous due to location on stage, weights or 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 Stage Manager or Assistant Stage Manager without the express consent of Equity.

(E) The SM or ASM 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 SM 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 and/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 and/or ASM that such pre-production work is required. This agreement must be filed with Equity.

(3) When the SM and/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) Short-term Stage Manager. Stage Managers may be employed on a daily and per-performance basis as follows:

(1) A Stage Manager must be signed to an employment contract for all work performed (including any training) as required by Rule 16 CONTRACT.

(2) In the event a replacement Stage Manager is hired (including vacation cover), the replacement must be engaged for a one-time minimum training period of three performances. The replacement shall be paid no less than one-eighth of rehearsal salary for each performance of training. Training shall be defined as learning during performances or rehearsals to call the show or run the deck.

(3) Short-term Stage Managers shall be compensated at no less than the rate applicable to the Stage Manager's category as follows:

(a) One-sixth of minimum salary per day prior to the production's first paid public performance.

(b) One-eighth of minimum salary per performance after the production's first paid public performance.

(4) After a Short-term Stage Manager has worked for four days or five performances, whichever occurs first, a Health contribution will be made on that Stage Manager's behalf. Thereafter, a Health contribution will be required after every six days or eight performances worked. Said Health contributions will be due whether or not the performances or days worked are consecutive;

(5) The Producer will contribute to the Equity-League Pension Fund 8% of all monies paid to a Short-term Stage Manager.

(G) 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. (For exceptions, see Rules 57(E)(3) and Rule 61(A).)

(H) Stage Managers Networking Event. Please see Rule 4(D)(7).

(I) Stage Manager Booth. (See Rule 62(D)(9)).

(J) Should a SM and/or ASM, during the time he/she is under contract for an Off-Broadway production, be called upon by the Producer or the Producer's designee to perform additional services, including but not limited to rehearsal of principals, understudies and/ or replacements for any other productions or any other version of that production, (excluding an Off-Broadway transfer), the Producer agrees to compensate the

SM no less than 1/6 contractual salary for up to 7 hours work in any two days within a single workweek.

(K) Should a SM or ASM not otherwise under contract go, at the request of the Producer or Producer's designee, to another theatre to learn or teach a show, the SM or ASM shall be placed on a daily contract at no less than 1/6th of the appropriate minimum salary. Should employment continue for three or more days, the Producer will also remit no less than one week's health contribution at the appropriate rate. Should the assignment at said other theatre be beyond commuting distance, the Producer will provide transportation and housing at no cost to the SM and shall pay the appropriate Federal food per diem rate for that location for each day the stage manager is away from place of residence.

(L) It is understood that a legible and accurate 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 or for use in any other version of the production, the member of the Stage Management staff may agree provided that he/she is paid no less than \$250 for such preparation. No payment shall be due any Stage Manager for simply duplicating/copying any script.

(M) The Stage Manager or Assistant Stage Manager 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.

(N) Work Conditions for Stage Managers and Assistant Stage Managers. It is agreed that the Stage Manager's function is a full-time one. The Stage Manager must not be required to function in areas which impinge upon his/her primary duties as a Stage Manager.

(1) The following are not Stage Manager duties and members of the stage management staff are prohibited from:

(a) 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 shall not preclude delivery of a sealed envelope addressed to the individual Actor).

(b) Signing the closing notice of the Company or the individual notice of termination of an Actor's contract (which shall not preclude posting of any closing notice and other permanent company notices).

(c) Making of payments or any distribution of salaries.

(d) Doing janitorial, custodial or building maintenance work as part of their Stage Managerial duties including securing and locking the theatre following performances or technical rehearsals.

(e) Maintaining scenery, lighting, sound or video equipment.

(f) Operation and/or maintenance of automation systems and installation and/or maintenance of rigging and fly systems.

(2) Stage Managers and Assistant Stage Managers shall not be required to operate lights, video, sound, or projections, maintain or shop for costumes and props (excluding perishables) or function as a stagehand. However, if Stage Managers and/or Assistant Stage Managers agree to fulfill any of the above mentioned duties, they must be

contracted and compensated separately from the Equity contract. A copy of said contract shall be forwarded to Equity.

(O) Tech Week Compensation. For the tech week of each production, the Stage Manager and Assistant Stage Manager shall be paid, in addition to contractual salary, not less than 1/6th of contractual salary, with method of payment to be stated in a rider to the Contract. This increment shall be paid in addition to any penalty or overtime due during the tech week.

(P) Overtime. After the official opening, or eight weeks after the date of first rehearsal, whichever comes first, the SM and/or ASM shall be permitted to rehearse no more than 12 hours per week without additional compensation. After 12 hours, the applicable overtime rate shall be paid for each additional rehearsal hour or part thereof. Overtime requests must have prior written approval by Producer.

(Q) In the event that for any performance the SM is not present at the theatre in his capacity as SM and no temporary replacement SM is hired, the ASM shall receive not less than the minimum salary for Stage Manager.

69. TELEVISION, RECORDING AND MOTION PICTURE. See Rule 39 above

70. TERM OF EMPLOYMENT.

(A) The Producer guarantees the Actor two consecutive weeks of employment in addition to any rehearsal time. A notice of company closing will reduce the minimum performance guarantee to one week of employment for replacement Actors provided the replacement Actor is notified by contract rider that the production is in jeopardy of closing.

(1) Where paid previews are given immediately preceding the official opening performance; that is, where there are no intervening days of rehearsal, the Producer, if the Company shall close within two weeks of said opening, may claim the pro-rata salaries paid to the Actors for said previews as a credit and off-set against the minimum guarantee provided for in the Contract of Employment.

(2) Any sums paid to the Actor for rehearsals, whether at a full salary or as Rehearsal Salary, or any sums paid to the Actor for previews not immediately preceding the opening performance shall not be a credit against the minimum guarantee specified in the Contract.

(B) An Actor replacing another Actor on short-term employment notice 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 except as provided in Rule 33(H) and Rule 43(A)(3).

(C) In the event the Actor gives notice whether for short or long-term employment or to terminate Actor's individual employment contract and the termination becomes effective one week before the production closes, then the replacement Actor shall be guaranteed at least one week's employment with a minimum of one week's health contribution. (See also Rule 33, ILLNESS AND LEAVES and Rule 77, VACATIONS.)

71. TERM RIDER (See Also Rules 43(A) and 43(B))

Provided the Actor is contracted to receive the applicable Term minimum salary stipulated in Rule 63 SALARIES, a limited Term rider may be signed and affixed to contracts which provides that neither party may give individual notice for a period up to thirteen weeks or twenty-six weeks. If there are five or more performances in the week containing the first paid public performance, said Term shall

commence with that week. If there are fewer than five performances in the week containing the first paid public performance, said Term shall commence with the following week. At least four weeks before the expiration of the rider, the Producer shall notify the Actor of the Producer's intention to renew or not to renew the rider under the same or better terms, or to offer the Actor a Standard Minimum Contract under terms and conditions to be negotiated. The Producer may require the Actor to respond, in writing, by hand delivery, Fax or overnight mail (return receipt requested), within 72 hours of Actor's receipt of said offer. The cost of said Fax or overnight mail shall be reimbursed by the Producer. If a Standard Minimum Contract is executed, then the Actor may not be terminated except for Just Cause, notwithstanding the provision of Rule 72(E)(7). Should the Actor and Producer fail to agree upon a renewal or on such terms and conditions for a Standard Minimum Contract, then employment will terminate on the expiration date of the rider.

72. TERMINATION (See also Rule 43, MORE REMUNERATIVE EMPLOYMENT and Rule 59, REPLACEMENT OF ACTOR.)

(A) It is the essence of all employment contracts that all notices there under, 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 33(A)), it may be given by mail or overnight mail, return receipt requested. All communications which refer to the company in general shall be posted upon the Call Board.

(C) Before or During Rehearsal (Standard Minimum Contracts).

(1) The Actor may terminate without penalty at any time prior to two weeks before the designated date of rehearsal on the Actor's contract.

(2) If the Actor gives notice of termination within two weeks of the designated rehearsal date, the Actor must pay the Producer a sum equal to two weeks' compensation, unless the termination is due to bereavement as defined in Rule 33.

(3) The Off-Broadway contract may be terminated by the Producer before the first paid public performance by giving written notice to the Actor and paying the Actor forthwith a sum equal to two weeks' compensation, plus Rehearsal Salary due.

(4) The Actor may terminate the contract after rehearsals begin and before the first paid public performance only with Equity's consent and only by giving written notice and paying to the Producer forthwith a sum equal to two weeks' compensation.

(5) No Actor shall give notice of any kind, to be effective either during the final seven days of the regular permissible rehearsal period including the first paid public performance or during any of the seven days prior to the official opening night, including the official opening night. If an official opening night has not been scheduled as of eight weeks after the first day of rehearsal, this provision shall not apply with respect to terminations during performances prior to the official opening.

(D) Individual Termination After First Paid Public Performance. Either party may terminate the contract at any time on or after the date of the first paid public performance of the play by giving the other party two weeks' written notice, except as noted in (C)(5) above and (E) below. However, Actor's contract may include a longer notice period of up

to four weeks and, if so, the notice period stated in the Actor's contract shall apply. Such longer notice provision in a Standard Minimum Contract shall not require additional payment under Rule 71, TERM RIDER.

(E) Just Cause. No Actor engaged under a Standard Minimum Contract may be terminated except for just cause. (See Rule 59(C) for provisions relating to inability of the Actor to perform.)

(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 Grievance and Arbitration in accordance with Rule 3.

(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 an Off-Broadway Contract 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.

(7) This rule shall be applicable commencing four weeks after the first paid public performance of the play or four weeks after an individual Actor's first paid public performance. The Rule shall be applicable to Understudies and Swings engaged after the first paid public performance of the play commencing five weeks after date of first employment.

(F) 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.

(G) 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 two weeks' contractual salary, plus rehearsal pay.

(1) One week's notice shall mean eight 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.

(H) 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.

(I) 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.

73. TRANSFERS AND CO-PRODUCTIONS. (See also Rule 17 **CONVERSION RIGHTS TO.**)

If an Off-Broadway production (i) was previously produced at one or more LORT theatres, the last of which closed within 6 weeks of the first rehearsal of the Off-Broadway production, and (ii) the Off-Broadway rehearsal period is less than 14 days (including days off), then the following will apply:

(A) All accumulated sick days will carry forward to the Off-Broadway production.

(B) All weeks of employment from the first day of rehearsal at the first theatre in the transfer shall accumulate toward vacation pay. Should the production transfer between or among LORT theatres prior to transferring to the Off-Broadway contract, any accrued vacation pay which is due the Actor under the LORT vacation rule will be paid out prior to the transfer to Off-Broadway. Any accrued vacation that is not paid out will carry over to the Off-Broadway contract with the formula of one vacation day for every eight weeks of employment. Vacation eligibility under the Off-Broadway contract (including any days carried forward from the LORT transfer) will require 25 weeks of employment under the Off-Broadway contract.

(C) Should an Actor be required by the Off-Broadway theatre to travel to another theatre in the transfer, said Actor shall be provided transportation, single occupancy housing at no cost to the Actor and the appropriate Federal food per diem rate for that location for each day away from place of residence.

(D) Should the Actor's only day off in a Monday to Sunday week be used as a travel day, the Actor shall receive one-sixth (1/6) of his weekly contractual salary.

(E) Termination.

(1) The "Just Cause" provisions (Rule 72(E)) shall be satisfied by the Actor's engagement at the first Theatre and shall remain in force until the Actor's employment is terminated on the date set forth at the last Theatre in the Transfer.

(2) Should the Actor terminate his contract prior to the engagement at the Off-Broadway theatre, the Actor shall give no less than four weeks notice to the Off-Broadway theatre.

74. UNDERSTUDIES.

(A) Except as provided in paragraph (5) below, in an Off-Broadway production, all parts and/or roles except star roles, "bit" parts, and one-person shows, shall be covered by an understudy. Equity shall have sole authority to determine whether an understudy is needed for a star part.

(1) Understudies shall be contracted no later than two weeks after the first public performance. Understudy parts and/or roles assigned to Principals or Chorus must be so assigned on the original contract or with new contracts or riders with appropriate salary adjustments. (See also Rule 16(C), Hiring As Cast and Rule 43(A)(3), MORE REMUNERATIVE EMPLOYMENT.)

(2) If any performing member of the cast understudies a Principal part or a role, the Actor shall receive no less than \$30.00 per week in addition to the Actor's own salary for each Actor understudied.

(3) Understudies who are not performing members of the cast are not required to receive any additional compensation above minimum unless engaged as Understudy for four or five roles. In such case, the Understudy shall receive not less than \$30.00 per week for each role covered beyond three.

(4) 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.

(5) In announced limited runs, Understudies shall not be required for the first six weeks of performance.

(B) Understudy to Chorus Playing a Part. If a Chorus Actor understudies a member of the Chorus who plays a part, speaks lines, sings a song, or performs a dance that is individual in character, as defined in Rule 12(A), the Chorus Actor shall be paid no less than \$7.50 per week for each member of the Chorus so understudied in addition to contractual salary.

(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 an additional three hours in a week (for a total of 15 hours) for the purpose of rehearsing an Actor who is going into the show as a replacement. In the event the understudy is called upon to perform, the Producer may not require the aforesaid additional three hours rehearsal in that week. (See also Rule 68(P).)

(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 provide Understudies with updated script and music as soon as possible.

(E) When an Actor plays a role that he is not contracted to understudy, said Actor shall be paid no less than three-eighths of minimum salary for each such performance.

(F) In the event of an emergency replacement, the Producer will use best efforts to provide the Understudy with an on-stage rehearsal with necessary props and costume pieces where practicable.

(G) Within the first two weeks of the Understudy's employment, or within 2 weeks of the official opening, whichever is later, the Understudy will have an on-stage rehearsal (not a put-in rehearsal) with necessary props and costume pieces.

(H) 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. (See also RULE 5(E)(2).)

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

(J) 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.

(K) Commencing three weeks after the official opening, understudies must be called to rehearse in each part assigned at least once every four weeks unless other replacements are going into the performance that week.

(L) Rehearsals may be scheduled during performance hours.

75. UNION EMBLEM.

The Producer agrees to insert the Equity logo and URL along with 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." Also, the Producer agrees whenever and wherever possible to prominently display the Equity Emblem in the lobby of the theatre. The Equity logo, URL and emblem will be supplied by Actors' Equity Association.

76. UNION SECURITY.

(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 two weeks' 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 immediately 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.

77. VACATIONS.

(A) Vacations. After the Actor shall have been employed for a period of 25 weeks in a production (see (D) below), the Actor shall be entitled to a one week vacation at the Actor's option. If the Actor chooses not to take the vacation, the Actor shall be paid one week's contractual salary in addition to the Actor's performance salary. No more than one Actor from a cast may be on vacation at the same time. (See also Rule 43(A)(5)).

(B) Notice of Vacation. The Actor shall give the Producer five weeks' notice of the date of the Actor's intended vacation, which date shall be approved or disapproved by the Producer within one week thereafter. Such approval shall not be unreasonably withheld.

(C) Beginning of Employment. Employment, for the purposes of this Rule, shall begin on the date the Actor is first required to rehearse.

(D) Eligibility for Vacations.

(1) Absences of no longer than one month due to illness or other valid reason, except as provided in (3) below, shall be considered employment for the purposes of this Rule.

(2) Absences of a longer duration for illness, or other valid reason, summer layoffs, and layoffs for other purposes as specified in these Rules, shall not be considered employment for vacation purposes. However, the Actor, upon resumption of the Actor's services, shall receive credit for all time accumulated prior to said absence or layoff.

(3) An Actor who, during the period of employment referred to herein, receives a leave of absence of a longer duration than one month for the purpose of taking other employment shall lose all accumulated time for vacation purposes.

(E) Replacement. An Actor engaged to replace another on one week's vacation may be contracted for no less than one week plus one week's Health contribution on condition that the Actor shall not be called upon to rehearse more than one week. The contract shall clearly set forth that the engagement is limited to one week only.

(F) Institutional Theatres. For those Actors employed by an institutional theatre for more than one play during the course of a season, vacation credit may be accumulated for all contracted productions for the purposes of calculating vacation eligibility pursuant to (A) above.

(G) Multiple Employment Periods. Each employment period an Actor works in the same production shall count towards accrual of vacation pay unless Actor terminates contract and provided that the subsequent employment begins no later than 52 weeks after the end of the previous employment period.

78. VOLUNTARY CLASSES.

All Actors are prohibited from attending so-called "voluntary" dance and music classes prior to or during the rehearsal period and prior to the opening. The Producer agrees not to request Actors to attend such classes.

79. VOTE. (See Rule 64, SECRET VOTE.)

DURATION


This Agreement shall commence on November 21, 2016 and expire on July 31, 2021. Any new rules when adopted shall be retroactive to said date unless otherwise stated.

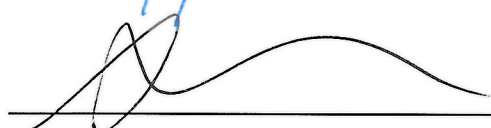
All individual contracts of employment existing on, or signed on or subsequent to said date, shall be modified in accordance with the new rules. Equity may advise its members that no Actor shall work for the Producer unless an Agreement Governing Employment in Off-Broadway Productions is in effect.

ACTORS' EQUITY ASSOCIATION

By 
/s/ Thomas R. Carpenter
Eastern Regional Director
Date 11 Sept 2017

LEAGUE OF OFF-BROADWAY THEATRES & PRODUCERS, INC.

By 
/s/ Adam Hess
President
Date: 9/11/17

By 
/s/ Seth Shepsle
Chief Negotiator
Date: 9/11/17

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