

DEVELOPMENT AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION AND THE BROADWAY LEAGUE INC. AND ITS COORDINATED BARGAINING PARTNERS

This Agreement is made between Actors' Equity Association (hereafter called "Equity") and The Broadway League Inc. (hereafter called "League") and its Coordinated Bargaining Partners on behalf of their Producer members (hereafter referred to individually as "Producer").

SECTION I – RULES APPLICABLE TO ALL WORK SESSIONS

1. Auditions

Auditions will not be required for this Agreement unless auditions are being scheduled for Principals or Chorus (singers and/or dancers), in which case Equity auditions must be scheduled.

2. Authorization

The individual agreement for each actor and stage manager shall include the following, "All actors and stage managers hereby assign to Equity from any compensation to be earned in connection with this Agreement, such amounts for dues, assessments and initiation fees (or an equivalent agency fee) certified by Equity as due, and authorize and direct the deduction of such amounts from actors' and stage managers' weekly compensation and the remission of same to Equity. This assignment, authorization, and direction shall remain in effect and shall be irrevocable for a period of one year or until the termination of the Agreement, whichever occurs sooner."

3. Bonding

A bond in a form and amount satisfactory to Equity must be posted prior to the first rehearsal. Contracts will not be issued until the bonding process is completed.

4. Buy-Out/Subsequent Employment

There will be no actor or stage manager buy-outs or subsequent employment obligations.

5. Costumes

Costumes are not required, but may be used in accordance with Production Contract Rule 14 CLOTHES AND MAKE-UP. Actors and stage managers shall not rent or lend wardrobe unless the terms of the rental or loan are stated in the contract of employment rider and approved by Equity.

6. **Deputy**

An Equity Deputy shall be elected by the Equity cast at the beginning of the rehearsal period and the election shall be promptly reported to Equity on the form provided.

7. **Duties of the Actor**

All appropriate rules regarding "Duties of the Actor" from the Agreement and Rules Governing Employment Under the Equity/League Production Contract (the "Production Contract") shall be applicable. Employment hereunder shall not be deemed a valid excuse to miss rehearsals of a play properly called under terms of the Production Contract (see Rule 58(E)), or any other Contract with an "Attendance at Rehearsal" rule, which allows the actor or stage manager to miss properly called rehearsals for other employment in the industry. The contract having the earlier date shall be construed as the actor's or stage manager's primary contract. To avoid the possibility of breach, all potential conflicts shall be resolved by rider prior to signing of the second contract.

8. **Health**

The Producer agrees to make contributions to the Equity-League Health Trust Fund on behalf of the actor and stage manager at the rate of \$181.00 per person per week, inclusive of Supplemental Workers' Compensation Disability benefits administered by the Fund. At the time of the wage increases herein, the parties shall meet and confer concerning an appropriate health benefit contribution increase, if any.

9. **Media: Recording and Broadcast Rules**

A. Recording of the Presentations may be done for archival and fundraising purposes without additional compensation. Archival use includes viewing by the Producer and creative teams in connection with any Equity production of the Play produced by the original Producer. Utilization of captured footage for fundraising shall be via distribution of compact discs or other similar means, or hosting on password protected websites for invited viewing. Producer may use footage captured of any other developmental production of the Producer, which was done pursuant to a Broadway League Developmental Guideline/Contract, for the purposes of fundraising.

B. Producer may use footage captured of any developmental production of the Producer, which was done pursuant to a Broadway League Developmental Contract (i.e. not a 29 Hour Staged Reading Guideline), for the purposes of promotion and publicity of the production, in accordance with the terms and conditions in Rule 39 MEDIA PROMOTIONS AND PUBLICITY AND OTHER RECORDING AND BROADCAST PROVISIONS of the Production Contract, upon the payment to each actor and stage manager participating in the Work Session production of 2% of the

then-applicable Production Contract Minimum Salary for each actor and stage manager participating in the week of the Work Session production.

C. Producer may use footage captured during any Work Session production of the Producer, which was done pursuant to a Broadway League Developmental Guideline/Contract, for purposes other than those allowed under this Rule (e.g. documentary, commercial, etc.) provided the actor or stage manager is paid pursuant to the applicable SAG-AFTRA contract for the subsequent use.

D. The Producer shall maintain control and will not sell, license, distribute or release these recordings for purposes other than those permitted by this Agreement.

E. Other than may as otherwise be agreed by the Producer and Equity in writing, there shall be no other televising, visual and/or sound recording or motion picture filming and/or any other mechanical or electronic reproduction, in whole or in part, of the Work Session production in which members of Actors' Equity Association are employed under terms of this Agreement without the express prior written permission of Actors' Equity Association and under terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 19 weeks after the production has closed. Any breach of this Paragraph may render the Producer liable for not less than five weeks of Production Contract Salary payable to each actor or stage manager plus, if applicable, the appropriate SAG-AFTRA rates.

10. Non-resident Aliens

No non-resident alien may be engaged to work under the terms of this Agreement.

11. Payroll Contributions and Deductions

The Producer agrees to provide New York State Unemployment Insurance and Workers' Compensation Insurance, make contributions to FICA, and make all other legally required deductions and contributions on behalf of the actors and stage managers during the term of this Agreement.

12. Pension

The Producer agrees to make contributions to the Equity-League Pension Trust Fund at the rate of eight percent (8%) of gross salary payable weekly, and to submit weekly reports as required by the Trust Fund and Equity.

13. Producer Liability

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

14. Props

Hand props may be used in all tiers of Work Sessions.

15. Union Membership

All actors and stage managers 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. The phrase "member in good standing" means a person who pays initiation fees and dues (or the equivalent agency fee) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

16. Work Rules

Applicable Production Contract Rules governing breaks, days off, rest periods, and safe and sanitary, and the protection of the safety and dignity of the Actor will apply, except as otherwise provided for herein.

SECTION II – TIER SPECIFIC RULES

1. The following rules will apply to Tier 1 Work Sessions:

A. Book in Hand

Readings shall be book in hand readings only. No memorization by the actor shall be required.

B. Choreography

There shall be no choreography.

C. Compensation

The weekly minimum compensation shall be not less than:

| | Effective Date | | |
|----------------|-----------------------|-----------------|-----------------|
| | <u>2/11/2019</u> | <u>2/8/2021</u> | <u>2/6/2023</u> |
| Actor: | \$550.00 | \$575.00 | \$600.00 |
| Stage Manager: | \$660.00 | \$690.00 | \$720.00 |
| Assistant SM: | \$605.00 | \$633.00 | \$660.00 |

D. Length of Employment

Each Tier 1 Work Session shall have a maximum duration of 2 weeks.

E. Presentations

Up to four invited presentations may take place (no revenue to be generated).

F. Sets

There shall be no set pieces.

G. Stage Management

1. There shall be a Stage Manager and an Assistant Stage Manager. The Stage Manager shall be engaged not less than 3 days before the beginning of rehearsal and shall receive 1/6th of contractual salary for each day worked. An Assistant Stage Manager shall be engaged not less than 1 day before the beginning of rehearsal and receive 1/6th of contractual salary for each day worked.

2. PSM weekly rate shall be 20% above applicable actor rates and ASM weekly rate shall be 10% above applicable actor rates as set forth in Section II(1)(C) Compensation above.

H. **Workweek**

The workweek shall be limited to no more than 30 hours, with either a 6-day week of not more than 5 hours of rehearsal a day or a 5-day week of not more than 6 out of 7.5 hours per day. The Producer shall inform the Actors and Equity at the beginning of the rehearsals which option will be utilized. Overtime shall not be permitted without the consent of Equity and, if approved, shall be compensated at the Production Contract overtime rehearsal rate.

2. The following rules will apply to Tier 2 Work Sessions:

A. Book in Hand

Readings shall be book in hand readings only. No memorization by the actor shall be required. This provision shall not apply for choreographed numbers.

B. Choreography

Choreography is allowed without additional compensation.

C. Compensation

The weekly minimum compensation shall be not less than:

| | Effective Date | | |
|----------------|-----------------------|-----------------|-----------------|
| | <u>2/11/2019</u> | <u>2/8/2021</u> | <u>2/6/2023</u> |
| Actor: | \$ 900.00 | \$ 950.00 | \$1,000.00 |
| Stage Manager: | \$1,080.00 | \$1,140.00 | \$1,200.00 |
| Assistant SM: | \$ 990.00 | \$1,045.00 | \$1,100.00 |

D. Contingent Compensation

1. If there are one-hundred and twenty (120) days or less between the end of a Tier 2 Work Session and the beginning of the next Tier 2 Work Session, then Tier 3 Contingent Compensation shall apply to those who participated in either Session.

2. If more than two (2) Tier 2 Sessions occur within twelve (12) months from the beginning of the first Session, then Tier 3 Contingent Compensation shall apply to participants of any such Session.

3. If, after any number of Tier 2 Work Sessions, there are any other Work Sessions that qualify for Contingent Compensation, all those who participated in the earlier Tier 2 Session(s) shall receive Tier 3 Contingent Compensation.

E. Length of Employment

Each Tier 2 Work Session shall have a maximum duration of 2 weeks.

F. Presentations

Up to four invited presentations may take place (no revenue to be generated).

G. Sets

There shall be no set pieces.

H. Stage Management

1. There shall be a Stage Manager and an Assistant Stage Manager. The Stage Manager shall be engaged not less than 3 days before the beginning of rehearsal and shall receive 1/6th of contractual salary for each day worked. An Assistant Stage Manager shall be engaged not less than 1 day before the beginning of rehearsal and receive 1/6th of contractual salary for each day worked.

2. PSM weekly rate shall be 20% above applicable actor rates and ASM weekly rate shall be 10% above applicable actor rates as set forth in Section II(2)(c) Compensation above.

I. Workweek

The workweek shall be limited to no more than 30 hours, with either a 6-day week of not more than 5 hours of rehearsal a day or a 5-day week of not more than 6 out of 7.5 hours per day. The Producer shall inform the Actors and Equity at the beginning of the rehearsals which option will be utilized. Overtime shall not be permitted without the consent of Equity and, if approved, shall be compensated at the Production Contract overtime rehearsal rate.

3. The following rules will apply to Tier 3 Work Sessions:

A. Compensation

The weekly minimum compensation shall be not less than:

| | Effective Date | | |
|----------------|-----------------------|-----------------|-----------------|
| | <u>2/11/2019</u> | <u>2/8/2021</u> | <u>2/6/2023</u> |
| Actor: | \$1,250.00 | \$1,300.00 | \$1,350.00 |
| Stage Manager: | \$1,500.00 | \$1,560.00 | \$1,620.00 |
| Assistant SM: | \$1,375.00 | \$1,430.00 | \$1,485.00 |

B. Contingent Compensation

1. Contingent Compensation shall be paid by the Entity which holds the rights to produce and does produce the first commercial production of a Play subsequent to a work session(s) for which contingent compensation is due (“the Entity”). Actors and stage managers who participate in such session(s) shall share in 1% of the Entity’s net profits after the Entity has recouped 110% of its capitalization. Net profits shall be derived as set forth in the operating agreement of the Entity (i.e. the Entity’s gross receipts minus all of its expenses). Actors and stage managers shall, in all respects, be paid in the same manner, and on the same distribution schedule, as all other net profit participants in the Entity. The percentage of net profits shared in by actors and stage managers will be capped at 1% regardless of the number of work sessions.

2. Actors’ Equity shall be solely responsible for determining pro-ration of the amounts payable to actors and stage managers hereunder, and will so instruct the Producer prior to the first payment of profit participation. Equity will supply all the addresses for the actors and stage managers to the Producer.

3. Participation shall continue for a period of ten (10) years following the first payments made after 110% recoupment, so long as total payments equal 1% of net profits earned during the ten (10) years following the date on which 110% recoupment is achieved.

4. Each time profit participation monies are distributed, a report of payments made to the actors and stage managers, with Actors’ Equity dues deducted and remitted, shall be forwarded to Actors’ Equity Association.

5. Neither Actors’ Equity nor the Broadway League will request an adjustment in any aspect of contingent compensation for a period of ten (10) years from the Effective Date of this Agreement.

C. Length of Employment

Each Tier 3 Work Session shall be have a duration of a minimum of 2 weeks and a maximum of 8 weeks.

D. Minimum Production Contract Rehearsal Weeks Guarantee

For work sessions that precede the Broadway rehearsal (without an intervening out-of-town, LORT, Off-Broadway, international or similar engagement), the following guarantees apply:

1. Play: Guaranteed minimum of 4 weeks, including Tech
2. Musical: Guaranteed minimum of 5 weeks, including Tech

If a show does not have the minimum number of Broadway rehearsal weeks listed above, the Producer will pay the difference between the Broadway rehearsal salary and the work session salary for the weeks that are less than the minimum.

E. Presentations

There will be no limit on the number of invited presentations (no revenue to be generated).

F. Stage Management

1. Not less than one stage manager and one ASM must be engaged at all times, except as provided herein. One stage manager and 2 ASMs must be engaged in a 2-8 week Work Session where any one of the following elements will occur at any time during the work session: (1) it occurs in an actual theater where the wings, backstage or understage are being utilized; (2) utilizing multiple moving elements (excluding hand props); (3) there is a third rehearsal room with blocking and/or scene work being done; or (4) the SM is required to call or operate multiple sound or lighting cues.

2. PSM weekly rate shall be 20% above applicable actor rates and ASM weekly rate shall be 10% above applicable actor rates as set forth in Section II(3)(A) Compensation above.

3. The Stage Manager shall be hired not less than one week prior to the start of rehearsals.

G. Work Rules

There are no limitations regarding movement, book in hand, costumes, and props and/or production values necessary for the presentations.

H. **Workweek**

The workweek shall be limited to a 6-day week of not more than 7 out of 8.5 hours per day. Overtime shall not be permitted without the consent of Equity and, if approved, shall be compensated at the Production Contract overtime rehearsal rate.