



# SPECIAL APPEARANCE AGREEMENT TERMS, CONDITIONS, AND WORK RULES

Effective Date: September 26, 2016

Expiration Date: September 26, 2021

## 1. USE AND LIMITATIONS

- (A) A Special Appearance Contract may be used to hire individual professional Equity Actor(s) for an individual production.
- (B) Its use is solely at the discretion of Actors' Equity Association and Equity reserves the right to deny its use. In order to make such determination AEA may require submission of authentic budgets reflecting earned and unearned income and any other sources of income not reflected in potential box office information.
- (C) This type of Agreement may not be used in New York, Chicago, Los Angeles or San Francisco.
- (D) No food or drinks may be served in the theatre with the exception of lobby concessions.
- (E) The Producer may not schedule special performances for children or school level audiences or present productions which should properly be produced under the terms and conditions of the Agreement and Rules Governing Employment in Theatre for Young Audiences.
- (F) Actors may perform only at a single performance location; there shall be no touring.
- (G) The maximum number of Equity Actors employed for any production shall not exceed three (3).
- (H) Levels shall be determined by seating and earning potential and shall govern minimum salaries and other conditions.
- (I) Equity Actors being hired under the Special Appearance Contract must be Members in good standing as determined by Equity.

## SALARIES:

### Level I

Minimum Weekly Salary:

Effective dates	Actor	Stage Manager
9/26/2016-9/24/2017	\$240	\$290
9/25/2017-9/30/2018	\$247	\$299
10/1/2018-9/29/2019	\$254	\$308
9/30/2019-9/27/2020	\$262	\$317
9/28/2020-9/26/2021	\$270	\$327

Pension: 8% of contractual salary

Maximum 4 performances per week (One additional performance may be added for additional compensation of 1-1/2 times the pro-rata rate. See 3(B).)

Maximum 20 hours of work (rehearsal and performance) per week

Maximum length of run: 20 performances

Maximum seating: 99 seats

Maximum Potential box office: \$10,000 per week

Overtime rate: \$8.00 (9/26/16 – 9/29/19) / \$8.50 (9/30/19 – 9/26/21) per half-hour or part thereof

### Level II

Minimum Weekly Salary:

Effective dates	Actor	Stage Manager
9/26/2016-9/24/2017	\$361	\$435
9/25/2017-9/30/2018	\$372	\$448
10/1/2018-9/29/2019	\$383	\$461
9/30/2019-9/27/2020	\$394	\$475
9/28/2020-9/26/2021	\$406	\$489

Pension: 8% of contractual salary.

Maximum 5 performances per week. (One additional performance may be added for additional compensation of 1-1/2 times the pro-rata rate. See 3(B).)

Maximum of 30 hours of work (rehearsal and performance) per week.

Maximum length of run: 25 performances

Maximum seating: 199

Maximum Potential Box Office: \$25,000 per week.

Overtime rate: \$8.00 (9/26/16 – 9/29/19) / \$8.50 (9/30/19 – 9/26/21) per half-hour or part thereof.

## 2. BENEFITS AND DEDUCTIONS

- (A) **Payroll.** All Equity Actors shall be paid on a salary basis, all proper taxes and Working Dues being deducted and an itemization of all deductions accompanying each week's pay. The producer agrees to provide State Unemployment Insurance and Workers' Compensation, to make contributions to FICA, and to make all other legally required deductions and contributions on behalf of the Actor.
- (B) **Benefits.** The Producer shall make contributions to the Equity League Pension Fund on behalf of each Equity Actor in the amount of eight (8) per cent of gross salary. The Producer shall also make a payment of \$4.00 per week on behalf of each Actor, which shall provide mandatory supplemental workers' compensation insurance. The Producer may elect to make contributions to the Equity League Health Fund on behalf of each Equity Actor hired. If the Producer does elect to pay for Health, all Equity Members hired must be covered. Contact Equity for the current Health rate.
- (C) **Dues.** The Producer shall withhold 2.25% Working Union Dues from the Actor's salary each week as well as any fees and assessments Equity certifies as being due, provided that the Producer receives timely notice from Equity, with proper authorization agreed to and signed by the Actor.
- (D) **Security.** In lieu of a bond, the Producer must prepay all Pension, Health, and salary continuance payments and Working Dues payments, as well as other union assessments Equity certifies as due, plus supply proof of the last two week's salary in advance. Payment must be by certified funds (i.e., bank check, certified check) or it will be returned to the Producer. Salary and benefit payments may be made through the use of a paymaster
- (E) **Minimum Term of Employment.** The Minimum Term of Employment shall be two weeks. The full term of employment, if known, shall be stated on the face of the individual employment contract.
- (F) **Termination.** Any notice of termination shall be no less than two weeks. No Actor may be terminated except for Just Cause, as defined by Actors' Equity Association. In the event "just cause" is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed salary for all weeks remaining on the contract.
- (G) **More Remunerative Employment.** The Actor shall be free to accept more remunerative employment in the entertainment industry upon written notice to the Producer (copy to Equity) with no obligation for performance(s) lost. The term of notice shall not be less than 48 hours.
- (H) **Out of Town Actors.** Out of town Actors shall be provided with single occupancy housing with kitchen facilities and round trip travel at no cost to the Actor. In addition the Actor shall receive \$25.00 per diem. Any per diem paid above minimum is considered salary and subject to working dues, pension, and taxes.
- (I) **Overtime.** All hours over the maximum amount stated shall be compensated at the overtime rate of \$8.00 (effective 9/30/19: \$8.50) per half hour or any portion thereof.

## 3. WORK RULES

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

<u>Level</u>	<u>Rehearsal Week</u>	<u>Performance Week</u>
I	20 hours	4 performances
II	30 hours	5 performances
- (B) One additional performance may be scheduled in any week for an additional compensation of 1-1/2 times the pro-rata rate. The cast must be given at least one (1) week's written notice of intention to give an additional performance.
- (C) Rehearsals shall be limited to five hours per day without overtime compensation. Each production may rehearse for no more than five weeks.
- (D) During opening week, the total work week including rehearsals and performances may not exceed the total hours permitted for a rehearsal week in each Level without overtime compensation.
- (E) In any subsequent performance week, two hours of rehearsal shall be permitted in addition to the

maximum number of performances. This rehearsal time shall be scheduled at the Actor's convenience and shall not be scheduled on a two performance day. (Rehearsal time may be used for brush-up, replacement rehearsal or notes.)

- (F) Costume calls, photo calls, and notes shall be part of the total rehearsal hours and must be scheduled consecutive to rehearsal or performance calls or must otherwise be scheduled at the Actor's convenience.
- (G) **Breaks, Rest Periods, Days Off**
- (1) There shall be a break of five (5) minutes after each fifty-five (55) minutes of rehearsal, or a break of ten (10) minutes after each eighty (80) minutes of rehearsal. This break time is included in the daily work hours allowed.
  - (2) There shall be a break of not less than one and one-half (1-1/2) hours after five (5) consecutive hours of work. (This is applicable only on rehearsal and performance days or when overtime is incurred.)
  - (3) There shall be no less than a twelve (12) hour rest period between the end of work on one day and the beginning of work on the next day.
  - (4) There shall be no less than one scheduled full day off each week, free of rehearsals, performances, costume and/or photo calls. A full day off shall be twenty-four (24) hours in addition to the rest period required in (G)(3) above.
  - (5) All Equity workweeks are from Monday through Sunday.
  - (6) Continuous employment of the Actor is of the essence of this Contract. All calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive employment.
- (H) **Extensions.** The initial run shall be limited to no more than 20 performances in Level I and 25 performances in Level II. The Producer may extend up to an additional 20 (or 25) performances, by increasing the salary of all Equity Actors by no less than \$50.00 per week. Only one such extension shall be allowed. Subsequent performances would be allowed only under the terms and conditions of a different Equity Contract.
- (I) **Costumes.** The Producer shall provide all costumes and clothing except modern conventional undergarments. The Actor may not be required to use any personal wardrobe in the production. Should the Actor agree to rent any wardrobe to the Producer for use in any production, he must do so by means of a rider to the employment contract, at a rental fee negotiated to the mutual agreement of the Actor and the Producer but no less than the following:

Item	1st Two weeks of Performance	All Subsequent weeks
Coat/Jacket	\$ 7.00	\$ 3.50
Suit Jacket	7.00	3.50
Blouse	2.50	1.30
Dress	5.00	2.50
Ensemble (Complete outfit)	30.00	15.00
Jeans	2.00	1.00
Shirt	2.50	1.30
Skirt	5.00	2.50
Shoes/Sneakers	4.00	2.00
Shorts	2.00	1.00
Slacks	5.00	2.50
Suit	20.00	10.00
Sweater	3.00	1.50
Tie	.50	.30
Hat	2.00	1.00
Evening Gown	20.00	10.00
Slip/Bra	2.00	1.00
Nightgown	2.00	1.00
Bathing Suit	2.00	1.00
Miscellaneous (Purse, jewelry, etc.)	.50	.30

With respect to garments not appearing on this schedule, the rental fee will be negotiated to the mutual agreement of the Actor and the Producer. When the Producer has provided suitable costumes

for the Actor's use in the production but the Actor elects to wear the Actor's own clothing instead, the Producer shall not be required to pay a rental fee.

#### **4. DUTIES OF THE ACTOR**

- (A) No Actor shall be required to perform duties other than those for which the Actor is properly contracted under an Equity contract.
- (B) The Actor shall:
  - (1) Be prompt at rehearsal and all other official calls;
  - (2) Appear at the theatre no later than one-half hour prior to the performance;
  - (3) Pay strict regard to makeup and dress;
  - (4) Conform to the language of the script
  - (5) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
  - (6) Properly care for the Actor's costume and props;
  - (7) Respect the physical property of the production and the Producer;
  - (8) Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;
  - (9) Abide by all reasonable rules and regulation of the Producer not in conflict with Equity Rules; and
  - (10) Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

#### **5. SAFE AND SANITARY**

The Producer shall provide a safe and sanitary place of employment for the Actor, under the guidance of Equity. Dancing shall not be permitted on cement or other hard surfaces or on platforming laid directly on such hard surfaces. Inclined playing surfaces (i.e. raked stages, ramps, etc.), smoke, haze, pyro and chemical snow effects shall not be permitted. All stage fights and/or stunts with or without weapons or firearms 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). No Actor shall be required to rehearse or perform any feat or act which places the Actor in imminent danger or is inherently dangerous, nor shall any Actor be required to rehearse or perform in a costume or upon a set or under conditions which are inherently dangerous or which would jeopardize the Actor's health. Equity shall have the right to make the final determination as to what is inherently dangerous. Notwithstanding any other provisions of this Agreement or the individual contract of employment, Equity in its sole discretion shall determine whether the aforementioned Safe and Sanitary conditions are being properly maintained.

#### **6. MEDIA: RECORDING & BROADCAST - LIMITED**

All Producers shall be bound to the media terms as set forth below. Producers may elect to opt-in to Rule 7 MEDIA: RECORDING & BROADCAST - EXPANDED for additional provisions.

- (A) Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, videotaping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording") in whole or in part, of any production, including rehearsals, in which Actors are employed under the terms of this Agreement without the express permission of Equity 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.  
Recordings may not be used for note sessions with Actors, as a replacement for rehearsals, or to discipline Actors.
- (B) **News & Community Affairs Programs.** Subject to the conditions listed herein, a Recording may be made of the production for use on a newscast review or a feature story on the production contained within a news program, local public affairs program or magazine format programs:
  - (1) **During Rehearsal**
    - (a) Recording sessions shall not exceed 30 minutes of the regularly scheduled rehearsal.

- (b) The Producer shall file a report with Equity giving the time utilized for the Recording sessions.
  - (c) The Producer may schedule up to three Recording sessions, and must have all programs do their Recording within those three sessions.
  - (d) Upon contemplation of Recording during rehearsal, the Producer shall make every reasonable effort to give the cast a 24-hour notice.
  - (e) If the time of the Recording is changed, the Producer shall notify the cast of such change.
- (2) **At a Performance**
- (a) Recording may be for only 30 minutes of footage.
  - (b) If possible, the cast shall be given 24 hours' notice.
  - (c) When cameras are going to Record, the cast shall be given notice at the half-hour call.
  - (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 may Record interviews, backstage footage and other non-rehearsal/non-performance footage (together, "Additional Footage"), which must be voluntary.
  - (b) The Producer's intent is to show the Actor in the best possible light.
  - (c) The Actor's written permission is required at the time of Recording for costume fittings/changes and warm-ups. There may be no Recording of nudity.
  - (d) There is no time limit on the amount of Additional Footage.
- (4) **Provisions Applicable to both Performance and Rehearsal**
- (a) No more than three minutes of combined rehearsal/performance footage may be used in the news or community affairs program, within which, an entire scene or musical number may be shown.
  - (b) No payment shall be required provided no payments are made to any other personnel employed in the production.
  - (c) Should an Equity Stage Manager be on Contract, said Stage Manager is required at all Recording sessions.
  - (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 Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.
- (C) **Advance News Recording.** The Producer may Record Advance News footage, provided that Producer adheres strictly to all the terms and conditions of Rule 6 (B) above, in order to be able to supply footage to news and current affairs programs which cannot, for whatever reason, supply their own crews to take such footage. The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed. The Producer will be limited to one such Recording per production and remains liable for any claims resulting from any misuse of such footage.
- (D) Unless otherwise stated, for any unauthorized use of any Recorded material, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.
- (E) **Use of Footage After Expiration Date of Contract.** Any footage produced under Rule 8 or 9 of this Agreement 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.

## 7. MEDIA: RECORDING & BROADCAST - EXPANDED

All Producers shall be bound to the media terms as set forth in Rule 6 MEDIA: RECORDING & BROADCAST – LIMITED, but may choose to opt-in to this Rule 7 MEDIA: RECORDING & BROADCAST – EXPANDED for additional provisions. If a Producer opts-in to use the terms of this Rule, all Equity members in the production shall be paid a weekly salary increase of \$25 for the length of the contract beginning from the first day of rehearsal.

- (A) **Websites.** Up to a total of five minutes of rehearsal and/or performance footage (which may depict an entire scene or musical number) may be used on websites of the Theatre or the individual production, including pages on third-party hosting sites, e.g., Facebook and YouTube. Use of rehearsal and/or performance footage on any other website shall require Equity's written permission. This does not preclude the Theatre from being linked on other websites.
- (B) **Recording for Fundraising, Grant, Award, or Prize Applications.** In a not-for-profit theatre only, a Recording may be made for use by the Producer in fundraising, grant, award, or prize applications under the following terms and conditions:
- (1) All Recording must occur in accordance with Rule 6 (B).
  - (2) The Producer shall receive no compensation for the exhibition of any recording produced under the terms of this provision.
  - (3) The Producer shall provide Equity with the opportunity to view the completed recording.
  - (4) The Producer shall maintain control and ownership of all recordings and shall ensure that it is used for no commercial purpose whatsoever.
  - (5) The edited recording produced under the terms of this provision may include up to 25% of the production, but in no case more than 15 minutes total. Such edited footage may depict an entire scene or musical number.
  - (6) The provisions of this section are not intended to allow recording for the creation of television commercials or Public Service Announcements and these recordings may not be used in such commercials.
  - (7) If, at any time, the Producing Organization no longer operates as a Theatre, the recordings shall be turned over to Equity or a mutually acceptable archive within 30 days.
  - (8) For any violation hereof, the Producer shall pay one week's contractual salary or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.
- (C) **Archive Recording.** A Recording (hereafter "Archival Recording"), in whole or in part, of a production in which Equity members are employed under the terms of the Special Appearance Agreement, may be made for an archive maintained by the Theatre under the following terms and conditions:
- (1) A single Recording may be made for the purposes of the Archive, and shall not be loaned out or removed from the Theatre's premises without the written consent of Equity. The Archive Recording will not be considered for any purpose except as identified herein.
  - (2) Recording shall take place during a regularly scheduled performance.
  - (3) The Actor shall be advised as to the nature and purpose of such Recording. If there is nudity involved in the production, no Archival Recording can be made. The Theatre shall submit notice to Equity, in writing, that the Recording for an Archive will be made as soon as the date of the Recording is known, but in no event shall there be less than 48-hours' notice to the Actors.
  - (4) Any rehearsal called to prepare for the Recording shall require overtime payment to the Actors called.

- (5) No person connected with the production shall receive special compensation for this Recording. Should any other participating union, such as the Musicians Union or the Stage Hands Union, receive compensation for its participation, then these conditions shall no longer apply and each Actor participating in this Archive Recording shall be paid no less than the applicable SAG/AFTRA rate.
  - (6) The Theatre shall provide Equity with the opportunity to view the completed Recording upon request.
  - (7) The Recording may be viewed by anyone employed by or connected artistically with the Theatre and by scholars, teachers, and students in and of the visual and performing arts and by Equity members.
  - (8) If, at any time, the Producing Organization no longer operates as a Theatre, the recordings shall be turned over to Equity or a mutually acceptable archive within 30 days.
  - (9) A Theatre wishing to house its archives in a facility not under direct control of the Theatre must petition Equity for consent.
  - (10) The Theatre shall maintain control and ownership of the recording and will ensure that they are not used for any commercial purpose whatsoever. The Theatre shall also ensure that no copies of the recordings are made for any purpose whatsoever without the express written approval by Actors Equity and under the terms and conditions set by Equity.
  - (11) Any violation of any part of Rule 7 (C) shall result in a payment of either two weeks' contractual salary or Two Thousand Dollars (\$2,000), whichever is greater, for each breach, to each Actor whose rights have been breached hereunder, plus whatever SAG or AFTRA rate may be due.
- (D) For any unauthorized use of any Recorded material, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.

## **8. 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 applicable state, except as otherwise may be provided.

(B) 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 herewith shall be deemed modified to conform with the provisions of such applicable laws.

The Special Appearance Agreement may be modified before the above-noted expiration date upon 120 days' notice to the Producer.

## **9. NON-DISCRIMINATION**

(A) The Producer and Equity hereto affirm their commitment to the policy that employment hereunder shall be without discrimination on the basis of sex, race, color, creed, national origin, age, disability, gender identity and/or expression, sexual orientation, or political persuasion or belief.

(B) No Actor shall be required to perform in any theatre, public or private institution, or other place of performance, where discrimination is permitted or practiced because of sex, race, color, creed, national origin, age, disability, gender identity and/or expression, sexual orientation, or political persuasion or belief against any person. Equity, not the individual Actor or company, shall determine whether discrimination exists at the place of performance.

## **10. ARBITRATION**

Any controversy arising from the employment of Equity members or affecting the relationship between an Actor or Equity and the Producer, including the disputes as to the existence or validity of any employment

contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Should the Producer dispute a ruling by Equity he must demand arbitration within four (4) weeks of notice to him of said ruling.

Equity shall determine the site of arbitration, which shall be New York, Chicago, Los Angeles, San Francisco or such other city as Equity shall designate.

#### **11. PROGRAM**

- (A) A cast list must be offered free of charge to every patron who enters the theatre at all performances. Such cast list must contain the names of all Equity members and their roles or functions.
- (B) All Equity members engaged hereunder shall be listed on the title page or cast list page of the program with an asterisk (\*) beside their names. The asterisk shall refer to a note which will read: "Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States, appearing under a Special Appearance Contract."

#### **12. EQUITY MEMBERSHIP CANDIDATE PROGRAM**

Credit or participation in the Equity Membership Candidate Program is not available through theatres using the Special Appearance Contract.

#### **13. BOX OFFICE STATEMENTS**

The Producer agrees to submit upon request weekly box office statements to Equity showing both daily and weekly receipts by the Friday following the last performance of the week which the statement covers. The reports need not be audited but each must be certified correct by the Box Office Treasurer or other competent employee.

#### **14. CONVERSIONS AND CONTINGENT RIGHTS TO ACTORS ENGAGED HEREUNDER**

##### **(A) Performance Rights In First Subsequent Equity Contract Production**

- (1) Should the Producer, or any entity which the Producer controls or directs or in which the Producer has a financial interest, participate in the production of the Play under terms of a subsequent Equity Contract, the Producer agrees to make a bona fide offer (as hereafter defined) to afford to any Actor who was originally engaged hereunder and who actually performed in the Production the opportunity to perform the same role or function. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, at least two weeks prior to the date of the first rehearsal for the subsequent production. The producer may require the Actor to respond in writing, by hand delivery or telegram, within two (2) business days of receipt of said offer. The cost of said telegram shall be reimbursed by the Producer. Producer agrees to pay to any Actor not receiving a bona fide offer an amount equal to three (3) weeks minimum salary under said subsequent Equity Contract production.
- (2) However, if any member of the Company on Equity contract who originally performed the role or function has been out of the production for a period of four (4) weeks or more prior to the time the play is subsequently produced under a subsequent Equity Contract, the Producer may as an alternative, offer the role or function to any past or present member of the Company on Equity contract who has performed the same role or function for four (4) weeks or longer.
- (3) The foregoing notwithstanding, Producer's obligations hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligations to be continuing, and if Producer's obligations to the Actors hereunder remain unsatisfied because of insufficient proceeds from the Play, Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligations have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records, insofar as they relate to the proceeds from the subsequent exploitations of the Play.
- (4) If the producer of said subsequent Equity Contract production compensates the Actors hereunder who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the Producer hereunder shall have no obligation to compensate the said Actors under this provision. Nothing in this Agreement shall be construed to relieve any



producer of a subsequent Equity contract production of any obligation to make conversion and/or contingent rights payments to Actors.

(5) The provisions of this Paragraph 14 will pertain for a period of three (3) years following the close of the production.

**(B) Subsidiary Rights in Other Media**

(1) In the event any rights to produce the Play in another medium (e.g., motion picture, television, including pay TV and cable, video disk or cassette) now known or hereafter devised are disposed of, the Producer shall pay or cause to be paid to each Actor hereunder an amount equal to five (5) weeks of AEA Production Contract minimum salary in effect at the time of the disposition of the rights less certain deductions specified below.

(2) The following amounts, up to but not exceeding the equivalent of three (3) weeks AEA Production Contract minimum salary in effect at the time of the close of Production hereunder, may be deducted from the five (5) weeks Production Contract salary due in accordance with (A) above:

(a) Any sums paid to the Actor hereunder as conversion payments following conversion of the Play pursuant to a subsequent Equity Contract production, or,

(b) If an Actor had received a bona fide offer to perform in such Contract Production, the amount the Actor would have received in payment in lieu had the Actor not received such offer.

(3) Based on the foregoing, each Actor hereunder will, in the event of disposition of rights to another media production of the Play, be entitled to receive the equivalent of not less than two (2) weeks nor more than five (5) weeks Production Contract salary, subject to Paragraph 4 below.

(4) The foregoing notwithstanding, Producer's obligations hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligations to be continuing, and if Producer's obligations to participants hereunder remain unsatisfied because fifty percent (50%) of Producer's proceeds from the Play do not equal Producer's obligations, Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligations have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records.

**15. DEFINITIONS AND REFERENCES**

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

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

(C) "Bona fide offer" shall mean an offer to perform in the subsequent Equity Contract production the identical role or function performed in the Production hereunder, and the offer must be in writing, sent to the Actor by certified mail, return receipt requested, with a copy to AEA.

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

**16.** The above TERMS, CONDITIONS AND WORK RULES are specifically incorporated as part of individual employment contracts. The TERMS, CONDITIONS AND WORK RULES are subject to change without notice. The TERMS, CONDITIONS, AND WORK RULES current at the time that the individual contracts are drawn, are binding.

**17.** All other rules shall be mutually agreed to between the Producer and Actors' Equity Association; if the parties are unable to agree, Equity's decision shall be final; Equity represents that it will make its decision by reference to custom and usage in the industry as appropriate.

Revised 5/18/2016 AR