

## Stage Manager Contract

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (“Producer”) and \_\_\_\_\_ (“Stage Manager”) for the services of the Stage Manager in connection with the Producer’s Production (“Production”) of the Play presently entitled \_\_\_\_\_ (“Play”) at the \_\_\_\_\_ Theater (“Theater”), which is owned by \_\_\_\_\_ (“Owner”), it is hereby agreed between the parties as follows:

1. Producer hereby engages the Stage Manager to perform certain services (enumerated below) for the Producer’s Production of the Play at the Theater.
2. Stage Manager shall begin employment on or about \_\_\_\_\_ and said employment shall continue until \_\_\_\_\_.
3. Producer shall pay Stage Manager on a [weekly] [bi-weekly] basis the sum of \_\_\_\_\_ gross wages before deductions for Federal, State [and local] income tax withholding, Stage Manager’s share of FICA taxes, and such other deductions as may be required by law. Said payments shall be due and payable on the \_\_\_\_\_ day of [each week] {each bi-weekly period] for the term of the Stage Manager’s employment. Stage Manager shall be an employee of the Producer and not an independent contractor. [Optional 3 ( B): In addition to gross wages, Producer shall also pay to Stage Manager benefits as follows:

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\_\_\_\_\_ ]

4. Stage Manager shall attend all [auditions] [call backs]; rehearsals, production meetings, load in, load out, and performances as may be scheduled by the Production Manager and/or the Producer and/or the Director. In addition, Stage Manager shall be available for all consultations and meetings with the Producer and/or the Director and/or the Technical Crew.

[Optional 4 (B) Notwithstanding the foregoing, Stage Manager shall be entitled to \_\_\_\_\_ week (s) vacation; [personal days of \_\_\_\_\_] [sick days of \_\_\_\_\_] and any other days off as may be required by law. Except for sick days, Stage Manager shall schedule these with the Producer \_\_\_\_\_ weeks in advance.]

5. Stage Manager’s duties shall consist of: creating and maintaining the prompt book; keeping track of changes in the script, blocking, light, sound, music, costume, and/or set change cues; communicating same to the appropriate parties; outlining for rehearsals the dimensions of the set; ensuring during rehearsals that props and set dressings are in their proper places; creating with the Technical director a detailed plan of the various movements, actions, and cues of the running of the show; take charge of the actors and technical crew; schedule and run rehearsals, including calling for brush up rehearsals with the cast and crew once the Production is up and running; maintaining the Director’s vision of the show after it opens; coordinating with the House Manager the exact time the curtain goes up, which may vary from performance to performance and calling same; cuing the actors and technical crew during each performance; creating and submitting

detailed rehearsal and performance reports to the Producer and such other parties as may be appropriate; and otherwise performing all other services traditionally performed by Stage Managers in the running of a Production.

6. The Stage Manager understands and agrees that the Producer is contractually obligated to Owner to obey at all times Owner's rules and regulations regarding the use of the theater and that the violation of the same shall result in penalties to the Producer as well as potential liability to Owner in the event of damage to Owner's premises and/or property. Therefore the Stage Manager agrees and understands he will at all times obey Owner's rules and regulations and further that he will use due care for Owner's premises and property. The Producer will furnish the Stage Manager with a copy of his contract with Owner which sets forth the Producer's responsibilities toward Owner, as well as a copy of Owner's current rules and regulations, as provided to him by Owner. The Stage Manager will read and familiarize himself with same. In the event of questions or uncertainties and/or interpretations of Owner's rules and regulations, the Stage Manager will seek guidance from the appropriate Owner personnel.

7. The Stage Manager shall at all times use the highest care for the safety of all persons and property associated with the Production, including, but not limited to, the actors, director, and other production personnel, Owner's personnel and property, and the public who may attend either the Production itself or may otherwise be on or about Owner's premises, with or without Owner permission or the permission of the Producer. To that end, the Stage Manager will obey all fire and safety codes and rules of the municipal authorities having jurisdiction over the Owner and the Production and shall not use, store, or bring into Owner premises flammables, explosives, or other dangerous materials, or any other materials which may be prohibited or whose use may be restricted by the applicable governmental rules and safety codes.

8. The laws of the State of \_\_\_\_\_ shall govern this Agreement.

9. All written notices required hereunder will be addressed to the parties at the addresses printed below their names, until other notice of change of address is given in writing, and will be by certified mail, return receipt requested. Notices so given will be effective on the date of receipt thereof.

10. This instrument contains the entire agreement between the parties. No changes, modifications or alterations thereof will be effective unless contained in a writing signed by both parties.

11. This Agreement, and all written modifications, alterations, supplements, and amendments hereto contained in writing signed by the parties, will be binding on the parties, their executors, administrators, personal representatives, successors, and assigns.

12. This Agreement is intended to be gender neutral. Terms appearing herein which traditionally refer to a particular gender are used for convenience only and shall be understood and interpreted to refer to the gender of the respective undersigned parties.

In Witness whereof the Parties have hereunto set their hands and seals this day and date above written.

\_\_\_\_\_(Producer)

\_\_\_\_\_(Address)

\_\_\_\_\_ (Stage Manager)

\_\_\_\_\_ (Address)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.