

TITLE
PRODUCER/PRODUCTION
ADDRESS

[DATE]

[NAME]
[ADDRESS]

Dear [FIRST NAME],

This agreement (“Agreement”) shall outline the terms of service between you, _____ (“Music Director”), and _____ (“Producer”) for your services as Music Director for the Actors’ Equity Association Tier 2 Two-week Work Session (“Work Session”) of the dramatico-musical play currently entitled “_____” (“Play”) by _____ (“Author”).

1. CONDITIONS.

- a. This agreement relating to the Work Session, if entered into, is and shall be expressly subject to i) any change in scheduling implemented by Producer as a result of health and safety considerations arising from the COVID-19 health emergency, ii) any prospective union or government guidance which may cause Producer to alter the structure of the Work Session or abandon it altogether and iii) Music Director’s agreement that he will strictly adhere to the protocols that are deemed necessary by Producer (and communicated to Music Director) to proceed with the Work Session in a safe and protective manner.
- b. Further, it is a condition of any agreement relating to the Work Session, if entered into, that Music Director will be fully vaccinated with respect to Covid-19 (providing evidence of such vaccination), unless Music Director has a documented medical condition preventing vaccination or an objection based on a bona fide religious belief that would require a reasonable accommodation under the law.
- c. Finally, it is a condition of any agreement relating to the Work Session, if entered into, that Music Director be a citizen of the United States or hold a valid Green Card allowing Music Director to accept the employment.

2. ENGAGEMENT. Producer hereby engages Music Director to be the music director of Producer’s Work Session of the Play and Music Director hereby accepts such engagement upon all the terms and conditions set forth herein. The dates for the Work Session are currently scheduled for [Start Date] through [End Date], and any changes to such schedule shall be made in consultation with Music Director. Music Director shall render services for the Work Session and shall provide any and all services customarily provided by a music director of a reading, including but not limited to supervising and conducting rehearsals and presentation, attending meetings, consulting with the Author, the director and Producer and making suggestions with regard to casting and other production matters. It is understood that the services provided hereunder shall not include music preparation, arrangements, or any other services other than music direction. Music Director represents and warrants that any other commitments of Music Director shall not interfere with the full and timely performance of Music Director’s obligations hereunder.

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3. COMPENSATION. In full consideration of the services to be furnished by Music Director as music director of the Work Session, Producer agrees to pay Music Director and Music Director agrees to accept the following:
 - a. A pre-production Fee in the amount of [Written Amount] (Numerical Amount) for Music Director's work in advance of the Work Session including auditions, but not including music preparation nor arrangements, to be paid upon the full execution of this Agreement; and
 - b. A weekly salary of [Written Amount] (Numerical Amount), payable not later than the Thursday of the week following the work-week but in any event no later than the date on which the director or any other participant is paid for each such week.
4. REMITTANCE OF PAYMENTS. All payments to Music Director shall be paid to [NAME]. All reimbursements shall be made directly to and in the name of Music Director. Producer shall timely reimburse Music Director for any expenses incurred by Music Director in connection with providing the services hereunder. Any single expense of more than [Written Amount] (Numerical Amount) must be pre-approved by Producer.
5. TAX OBLIGATIONS. Music Director acknowledges, represents, and warrants that, in connection with the compensation paid to him hereunder, Music Director shall perform and discharge all obligations under the provisions of the Federal and State Income Tax and Social Security Acts, and any other statutes, orders, regulations, whether Federal, State, or local, and all amendments thereto heretofore or hereafter enacted, and that, at Producer's written request, Music Director shall furnish Producer with evidence thereof if and to the extent required under law.
6. BILLING. Music Director shall receive credit in the program (if any) for the Work Session on a single line immediately preceding the Director in a size of type no less than Seventy-Five Percent (75%) of the size of the Director's credit and substantially as follows:

"Music Direction by [NAME]"

Said billing will appear wherever and whenever the billing of the Director of the Play appears, including, without limitation, invitations to the Work Session. If the program shall have bios, Music Director shall receive a bio of a length to be determined by Producer at the time, but no shorter than the director's bio.
7. FILMING/TAPING. The Work Session may be captured solely for archival purposes without any additional compensation to the Music Director, provided that no other person involved in the Work Session receives any compensation in connection therewith.
8. MUSIC PREPARATION/ARRANGEMENTS. In the event that Producer requests Music Director to provide any music preparation or arrangement services for the Work Session, Producer and Music Director shall negotiate in good faith the fee to be paid to Music Director for such services, which shall take into consideration the scope of services.

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9. FUTURE PRODUCTIONS. Music Director shall have the right of first refusal to serve as music director for subsequent developmental work sessions and productions of the Play produced or co-produced by Producer or any managing member/general partner or affiliate of Producer (or any of the principals of the foregoing), including, without limitation, [Producer] or any entity in which he/she is a principal and directed by [Director] or his/her designee or restager. All terms and conditions for future productions shall be negotiated at customary terms in good faith at the time, provided that Music Director shall be given at least 90 days prior written notice in advance of each such production.

10. HEALTH AND SAFETY. Music Director agrees to adhere, to the best of his ability, to Producer's safety protocols prepared (and communicated to Music Director) to minimize the transmission of Covid-19, as approved by the Producer's health specialists.

11. MISCELLANEOUS.

- a. This Agreement may be executed via electronic signature and/or in counterparts by pdf/facsimile/digital signatures, and when so executed all of which when taken together shall constitute one single agreement for all purposes, notwithstanding that all parties are not signatories to the original or the same counterparts.
- b. Nothing contained herein shall be deemed to create any association, partnership or joint venture between the parties.
- c. Producer, at Producer's option, may elect to assign this agreement to a company or entity formed to serve as the official company for the Play and any such assignee shall assume in writing all obligations to Music Director hereunder.
- d. This Agreement supersedes all prior agreements, oral or written, between the parties with respect to the subject matter hereof; constitutes the entire understanding of the parties; shall be construed in accordance with the laws of the State of New York; may be modified only by a writing signed by all of the parties; and shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. The prevailing party in any dispute hereunder shall be entitled to an award of its reasonable outside attorneys' fees and related expenses.

AGREED AND ACCEPTED BY:

MUSIC DIRECTOR

For Producer:

[Name]

Date

[NAME], General Manager

Date