

Title  
Producer/Production LLC  
Address

[DATE]

[NAME]  
Via Email:

Dear [First Name],

This agreement (“Agreement”) shall outline the terms of service between you, [Name] (“Music Director”), and [Producer/Production LLC] (“Producer”) as it relates to the music direction of an Actors’ Equity Association 29-hour stage reading (“Reading”) of the musical, [Title] (“Play”) by [Author(s)] (collectively the “Authors”).

1. **ENGAGEMENT.** Producer hereby engages Music Director to be the music director of Producer’s Reading of the Play and Music Director hereby accepts such engagement upon all the terms and conditions set forth herein. The dates for the Reading shall be as follows: [Start Date] – [End Date]; with a possible presentation: TBA. Music Director shall render her professional services for the Reading 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 Authors, the director and Producer and making suggestions with regard to casting and other production matters. Such services shall be exclusive commencing with the first rehearsal through and including the entirety of the Reading schedule. 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.
2. **FEE.** In full consideration of the services to be furnished by Music Director as music director of the Reading, Producer agrees to pay Music Director and Music Director agrees to accept payment of [Written Amount] (Numerical Amount) all in payable 50% upon signing of a deal memo, and 50% upon the first week of rehearsal for the reading.
3. **REMITTANCE OF PAYMENTS.** All reimbursements shall be made directly to and in the name of Music Director. Expenses of more than [Written Amount] (Numerical Amount) must be pre-approved by Producer.
4. **MUSIC PREP.** It is anticipated that your services will also be required for music prep including the transcription and creation of chart and/or a piano vocal score. A fee of [Written Amount] (Numerical Amount) shall be payable for all music prep services required by Producer between now and the final day of rehearsals [DATE].

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5. **TAX OBLIGATIONS.** Music Director acknowledges, represents, and warrants that, in connection with the compensation paid to her 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 Director shall furnish Producer with evidence thereof to the extent required under law.
6. **BILLING.** Music Director shall receive credit in the program (if any) for the Reading with size and placement to be determined by Producer. If the program shall have bios, Music Director shall receive a bio of a length to be determined by Producer at the time. Producer shall include Music Director in any publicity announcements about the Reading.
7. **FILMING/TAPING.** With the exception of capture for archival and fundraising purposes, Producer shall not tape, film or otherwise digitally or electronically capture or reproduce any part of the Reading for commercial purposes without the prior written consent and agreement of Music Director.
8. **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.
  - 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.
9. **CONDITION PRECEDENT.** This offer and any agreement relating to the Reading, 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 Reading or abandon it altogether and, iii) MD's agreement that MD will strictly adhere to the protocols that are deemed necessary by Producer to proceed with the Reading in a safe and protective manner. Further, it is a condition of any agreement relating to the Reading, if entered into, that MD will be fully vaccinated with respect to Covid-19 (providing evidence of such vaccination), unless MD 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. Finally, it is a condition of any agreement relating to the Reading, if entered into, that you be a citizen of the United States or hold a valid Green Card allowing You to accept the employment.

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AGREED AND ACCEPTED BY:

MUSIC DIRECTOR

For Producer:

[Producer/Production LLC]

\_\_\_\_\_  
[NAME]                      Date

by: \_\_\_\_\_  
[NAME], General Manager                      Date