

Title
Producer/Production
Address

[DATE]

[NAME]

[ADDRESS]

RE: "Title/Production" – MUSIC DIRECTOR

Dear [First Name]:

This letter agreement ("Agreement") shall set forth the terms between you, [Name] ("Music Director," "You," or "you"), and [Production LLC] ("Producer") in connection with Producer's engagement of Music Director to provide music direction for Producer's Off Broadway production of the comedic play with music [*Production Title*] (the "Play") created and written by [Name] ("Author") at [Theater Address] ("Theater").

The parties hereby agree as follows:

1. DATES. It is currently anticipated that rehearsals for the Play will begin on or about [DATE], Load-In will begin at the Theater on or about [DATE]. Technical rehearsals are currently scheduled to begin on [DATE], the first preview performance will take place on or about [DATE], and the official Opening of the Play will take place on or about July 8, 2019.
2. SERVICES. The services to be provided by Music Director on a non-exclusive basis shall consist of the rendition of services customarily performed by a music director in respect to an Off Broadway production of a stage play with music including pre-production activities including attending meetings and casting sessions as requested by and with the Producer, author, director/choreographer, and designers (the "Creative Team"); attending auditions, if requested by Producer or director/choreographer; attending production meetings, attending all studio and technical rehearsals, and teaching the Play's music to the performers as required by the Author. Upon first full cast rehearsal Music Director shall serve as keyboard player and conductor under the rules set forth in the Commercial Off-Broadway Area Standards ("COBAS") Local 802 AFM Agreement signed by Producer.
3. FEES.
 - a. For Music Director's services related to the Play, Producer agrees to pay Music Director:
 - i. A total non-returnable Fee of [Written Amount] (Numerical Amount) which shall be payable as follows:
 1. [Written Amount] (Numerical Amount) upon signing this Agreement; and

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2. **[Written Amount] (Numerical Amount)** upon first cast rehearsal for the Off-Broadway production of the Play.
 - ii. For weekly rehearsal pay for the Off-Broadway production of the Play, Music Director shall be paid at the Local 802 AFM COBAS scale.
 - iii. For weekly performance pay for the Broadway production of the Play, Music Director shall be paid at the Local 802 AFM COBAS scale.
4. **BILLING.** Music Director shall receive title page billing in the program and on the houseboard on a shared line at the Producer's discretion. Music Director shall also be afforded a bio in the program of Fifty (50) words, which shall be on most favored nations with the designers of the Play.
5. **OWNERSHIP.** It is acknowledged that production is improvisational in nature and that any material created during the rehearsal process shall become the sole and exclusive property of the author unless an agreement for specific material is reached and agreed to in advance.
6. **TICKETS.** Music Director shall receive one (1) pair of tickets for the Opening Night performance of the Play and three (3) accompanying party passes (should one be held). For all other performances (aside from Press and Party Pull) Music Director shall have the right to purchase at regular non-premium box office prices, one (1) pair of house seats located in the center orchestra section, which shall be released on a 96-hour basis.
7. **PRIOR MATTERS.**

Music Director hereby releases and forever discharges Producer, its members, attorneys, agents, representatives, employees, affiliated companies and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, liabilities, obligations, losses, damages, costs and expenses, including without limitation, attorneys' fees and costs, of whatever kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, which Music Director has or has had or may claim now or at any time hereafter against the Released Parties arising in connection with the Play regardless of whether the same resulted from any act or omission committed or omitted prior to the date hereof. Notwithstanding the foregoing, this does not constitute the release of any claims Music Director may have for his services to be performed pursuant to this Agreement.
8. **REPRESENTATIONS AND WARRANTIES.**
 - a. Music Director represents, warrants and agrees that:

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- i. Music Director has the full right and authority to enter into this Agreement and to grant the rights granted to Producer herein.
 - ii. Music Director is not subject to any obligation which will or might prevent or interfere with Music Director's fully keeping and performing all of the agreements, covenants and conditions to be kept or performed hereunder, and Music Director has not made nor will make any agreement, commitment, grant or assignment, or do or omit to do any act or thing which could or might interfere with or impair the complete enjoyment of the rights granted and the services to be rendered to Producer hereunder.
 - b. Music Director will indemnify and hold harmless Producer and Producer's licensees, successors; and assigns from and against any and all claims, causes of action, losses, costs and expenses (including reasonable attorney's fees and disbursements), damages and recoveries (including amounts paid by the indemnified party in settlement, but only if the indemnifying party consents to any settlement prior thereto in writing, which consent shall not be withheld unreasonably and reasonable attorney's fees) (collectively, "Claims") arising by reason of any finally adjudicated breach by Music Director of any of its representations or warranties hereunder.
 - c. Producer agrees to indemnify, defend and hold harmless Music Director for all claims arising by reason of (i) Producer's breach of any of Producer's representations, warranties, covenants or agreements contained herein or (ii) Producer's production of the Play, except to the extent such claims are covered by Music Director's indemnity.
9. PAYMENT. Any payments due to Music Director shall be paid to Music Director as follows: [NAME], [ADDRESS].
10. MISCELLANEOUS.
- a. This Agreement will be governed by the internal laws of the State of New York applicable to agreements entered into and to be wholly performed therein.
 - b. At any time, Producer shall have the right to assign the Agreement to another entity by giving written notice to Music Director. Any such assignee must assume all obligations to Music Director hereunder in the event of such an assignment.
 - c. Producer hereby agrees that Music Director shall have the right to assign the Agreement to another loan-out company of which Music Director services as the principal.

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- d. This Agreement may be executed in counterparts, all of which when signed shall constitute a single agreement. For the purposed of execution, an electronic signature transmitted via facsimile or computer file (e.g. .PDF, or Docusign) shall be deemed as valid as an original.

By signing below, the parties hereto indicate that they understand the terms set forth in this Agreement and agree to be bound hereby.

Sincerely,

[NAME]
General Manager
[Producer/Production LLC]

AGREED TO AND ACCEPTED:

[NAME]
Music Director