

Dance Choreographer Agreement

THIS AGREEMENT made this _____ day of _____, 20____, by and between
_____ (“Producer”) and
_____ (“Choreographer”).

In consideration of the mutual covenants, promises, terms and conditions herein granted, the parties agree as follows:

1. The Producer engages the Choreographer and the Choreographer agrees to stage the musical numbers for the Producer’s production of the Musical presently entitled

_____ (“Musical) by
_____ (“Book writer”)
_____ (“Composer”)
_____ (“Lyricist”)

(Collectively the “Authors”)

2. The Musical will begin paid public performances on _____.

3. (A) The Choreographer will provide the normal services associated with the staging of the musical numbers of a show of the nature and kind as the Musical, including supervising and conducting auditions; casting dancers for the dancing chorus contained in the Musical (in consultation with the Authors, Director, and the Producer); participating in such production meetings as may be necessary and appropriate; consulting with the Authors and Director and Producer; consulting with and supervising designers, stage crew, and the other personnel as will be necessary for the effective presentation of the Play; conducting rehearsals; creating dance numbers as appropriate; advising the dancers in their performances; and promoting and publicizing the Musical through interviews and other appropriate interactions with members of the press. If the Producer will require any other duties or services of the Choreographer, the parties agree to negotiate compensation for same in good faith.

(B) The Choreographer shall be entitled to select assistants and dance captains, whose compensation will be the expense of the Producer.

[(C) The Choreographer shall be entitled to select the rehearsal pianist, in consultation with the composer and the music director, whose compensation will be the expense of the Producer.]

[(C) The rehearsal pianist will be selected by the Producer.]

4. The Producer will compensate the Choreographer for the aforesaid services as follows: a nonrefundable fee of _____, which will be payable as follows:

_____ % not less than _____ days prior to the beginning of principal services by the Choreographer; _____ % not later than the official press opening of the Play.

[In addition to the foregoing fee, the Producer will also pay the Choreographer a royalty in the amount of _____ % of the gross weekly box office sales of each company of the Play under the Producer’s management. The Producer will first deduct all fees hitherto paid to the Choreographer before the payment of percentage royalties. The Gross Weekly Box Office Sales are defined as ticket sales from all sources, including box office, mail order, ticket brokers, group sales, Internet sales, subscriptions, telephone sales, Ticketmaster, and discount ticket services.]

5. The Choreographer will be entitled to purchase _____ pairs of house seats at the full box office price for each performance of each company under the Producer’s

management. The seats will be in the section of the theater commonly and traditionally reserved for house seats in that particular theater. The seats will be held in reserve from general sale for the Choreographer's purchase until _____ o'clock p.m. for each matinee performance and until _____ o'clock p.m. for each evening performance. Any seats not purchased by that time will be offered for sale to the general public at the full box office price. Choreographer will not resell the house seats at a premium over the box office price. Choreographer further agrees to comply with all laws, rules, and regulations governing the use and disposition of house seats promulgated by the appropriate governmental authorities having jurisdiction thereof.

6. The Producer will pay the reasonable cost of transportation for the Choreographer from _____[his] [her] city of residence to all cities in which the Producer requires the Choreographer to render services.

7. The Producer will pay the reasonable costs of housing accommodations for the Choreographer in all localities in which the Producer requires the Choreographer to render services, except in the Choreographer's city of residence. All housing accommodations will be at least the equivalent of those enjoyed by the Producer.

8. The Producer will employ the Choreographer for a minimum of _____ weeks beginning on _____ and terminating on _____.

9. The Choreographer will receive billing credits in all programs, flyers, publishing, advertising, and promotional materials, [including theater marquees] under the Producer's control, in which the Playwright's name also appears. Said billing will be on a separate line in which no other credits appear and will be in a size and style of typeface as follows: _____

10. (a) After the press opening of the play, the Choreographer will be responsible for supervising and maintaining the quality of the production. At least once in every _____ weeks' period, the Choreographer will attend at least one public performance of the Play. When appropriate, the Choreographer will conduct "brush up" rehearsals with the actors and other personnel, in order to sustain the quality of the production. In the event the Choreographer fails or refuses to comply with the foregoing, _____[his] [her] weekly royalty will be reduced by one-half until _____[he] [she] completes the work.

(b) Provided the Producer consents, the Choreographer may be excused from the foregoing post-opening supervision whenever _____[his] [her] other professional obligations prevent _____[him] [her] from doing so. However, the Producer's consent under this paragraph on an occasional basis will not operate as a waiver of the Choreographer's responsibilities as set forth in paragraph nine (a) above.

11. The Choreographer will have the option to direct all future companies of the Play, under the Producer's management within the United States. The Producer will give the Choreographer written notice of his intent to present each additional company. The Choreographer will have ten days after receipt of the notice to notify Producer of _____[his] [her] intent to exercise this option. In the event the Choreographer fails to notify Producer within ten days of _____[his] [her] affirmative intent to direct said future company, the Choreographer's option (as to that company only) will lapse, and the Producer may engage another Choreographer of his choosing. In such case, the

Choreographer's royalty for said company will be reduced to _____% of the Gross weekly box office sales. For each company of the Musical which the Choreographer elects to choreograph, _____[his] [her] royalty will be _____% of the _____% of the gross weekly box office sales.

12. As part of the Choreographer's normal services in connection with the production of the Musical ___ [he] [she] may offer suggestions, guidance, advice, bits of business, lines of dialog, or other material to the Authors, individually or collectively. The Authors will be free to accept or reject any such contributions. The Choreographer understands and agrees that, as part of the Producer's contract with the Authors, all such material contributed or offered by the Choreographer to the Authors will become the Authors' sole property, copyrightable by _____ them, and, at the Authors' sole discretion, used in all future productions and publications of the Musical, without compensation, claim, right, title, credit, ownership, or copyright by and to the Choreographer. However, if the Authors and the Choreographer agree that the Choreographer will contribute rewriting services to the Musical, the Choreographer will negotiate in good faith a separate contract for the same with the Authors.

13. This is a personal services contract and may be not be assigned by the Choreographer without the Producer's written consent.

14. In the event the Producer terminates the Choreographer for any reason, other than breach of contract, the Producer will pay the Choreographer in full under this contract.

15. No recordings, whether by audio, video, film, or other means, whether now known or hereinafter devised, will be made of the Play without the Choreographer's consent. Notwithstanding the foregoing, however, the Choreographer hereby consents to the recording and/or performance of excerpts from the Musical not to exceed three hundred seconds for radio and/or television broadcast, for the purpose of publicizing and promoting the Production, provided the Producer receives no compensation or profits therefrom, except the nominal costs of production.

16. The laws of the State of _____ will govern this Agreement.

17. This Agreement is binding on the parties, their heirs, successors, and assigns.

18. In the event a claim or a dispute arises out of this contract, which the parties cannot resolve in face to face discussions, either party may bring the matter before a member of, and under the commercial rules of, the American Arbitration Association. The arbitration will be binding on both parties. The arbitrator may require the losing party to pay the costs and reasonable attorney's fees of the prevailing party. Judgment upon such arbitration award may be entered by any court of competent jurisdiction.

19. Notices required hereunder may be mailed to the parties at the addresses following their names below. Notices will be by certified mail, return receipt requested, and will be effective on the date of mailing.

In Witness Whereof, the parties have hereunto set their hands and seals this day and date above written

_____ (Producer)

_____ (Address)

_____ (Choreographer)

_____ (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*.