

SAMPLE 29-HOUR READING GM AGREEMENT

AGREEMENT, dated September 12, 2021 between **XXXXXXXXXXXXXXXXXXXX** (“General Manager”), having its principal place of business at **XXXXXXXXXXXXXXXXXXXX, NY, NY 10036** and PRODUCER (“Producer”), with respect to the developmental reading (“Reading”) of the musical play currently entitled **XXXXXXXXXXXXXXXXXXXX** (“Play”), in accordance with the terms and conditions hereinafter set forth.

The Producer hereby warrants, represents and agrees that:

- (a) The Producer has the sole and exclusive right to enter into this Agreement and the full warrant and authority to grant the rights granted herein.
- (b) Producer agrees to present the Play in the form of a Developmental 29 Hr. Reading according to the guidelines set forth by the Actors’ Equity Association.
- (c) The Reading shall begin rehearsals before July 1, 2022 at a venue yet to be determined. Should the Reading be delayed, Producer and General Manager shall choose another mutually agreeable time and place at which the Reading shall be presented. If Producer requires General Manager’s services substantially beyond October 1, 2022, then Producer and General Manager shall negotiate additional compensation in good faith.
- (d) General Manager will perform to the best of General Manager’s abilities and with all due diligence, the services of a general manager for a Reading. These duties include, but are not limited to preparing budgets, administering banking and payroll services (through third party, if necessary), obtaining necessary insurance, negotiating for actors, directors and other members of the creative team, venues and rehearsal spaces, and generally being available as a consultant to the Producer.
- (e) With respect to General Manager’s services as a general manager for the Reading, General Manager shall receive, as General Manager’s entire aggregate compensation, the following:
 1. A production fee of **XXXXXXXXXXXXXXXXXXXX** US Dollars (**\$x,xxx.00**), payable as follows:
 - (i) **XXXXXXXXXXXX** Dollars (**\$x,xxx.00**) upon execution of this agreement;
 - (ii) **XXXXXXXXXXXX** Dollars (**\$x,xxx.00**) to be paid upon the first day of rehearsals for the reading or March 1, 2022, whichever is sooner.
 2. Should producer require General Manager to issue W-2s and 1099s and 1096 IRS forms for each tax year in which such applicable business is conducted, a year end bookkeeping fee of **xxxxxxx** Dollars (**\$xxx.00**),

payable no later than December 1st of the year for which such forms are prepared.

3. At Producers election, General Manager shall render management services for services rendered for Table Readings for a fee of ~~xxxxxxxxx~~ Dollars (\$~~x,xxx~~.00). Fees for additional developmental readings shall be negotiated in good faith.
- (f) Producer hereby authorizes and appoints General Manager to negotiate and enter into contracts and to incur debts, costs and liabilities on Producer's behalf (subject to prior consultation with Producer and Producer's giving his or her approval thereto), to sign and execute such approved contracts, and to sign bank drafts and checks on Producer's account as authorized by Producer.
 - (g) Producer hereby agrees that General Manager is not and shall not be half responsible for any debts, costs or liabilities of Producer for the Reading or any company organized by Producer to present said Reading. Producer hereby indemnifies and agrees to hold General Manager harmless from and against any and all charges, expenses, liabilities, damages, and risks (including reasonable attorney's fee) that General Manager may incur within the scope of rendering its services hereunder except to the extent those debts, costs or liabilities were not within the approved budgets and/or reasonable within the scope of the operation that is customary to the presentation of a Lab in New York City.
 - (h) Producer agrees to pay for the services of a company manager of whom Producer shall have approval. Approval of this individual shall not be unreasonably withheld.
 - (i) Producer agrees that all costs associated with presenting the Reading shall be paid by the Producer. General Manager shall not be required to pay for any Reading expenses directly and may, within reason and based on an agreed upon budget, request that Producer advance funds to cover future anticipated expenses.
 - (j) Following Producer's presentation of the Reading, General Manager shall have the first right of refusal to General Manage any future production of the Play on the living stage, whether in a first-class production or otherwise, produced by Producer. If General Manager desires to manage a future production, General Manager and Producer agree to negotiate the terms in good faith. If Producer transfers the responsibility of Producer for any North American commercial production of the Play to another producer or entity, Producer agrees to disclose General Manager's right to any such person or entity.

- (k) Should General Manager elect not to represent a future production of the Play, paragraph “j” of this contract shall be voided.
- (l) This agreement constitutes the entire understanding between the General Manager and Producer; may not be modified except by a writing signed by all of the parties hereto; and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

XXXXXXXXXX, General Manager

PRODUCER

By: _____

By: _____

XXXXXXX XXXXXXXX, President

It's Authorized Signatory