

*The Council of Stock Theatres
and the
Society of Stage Directors
and Choreographers, Inc.*

COLLECTIVE BARGAINING AGREEMENT

APRIL 1, 2004- MARCH 31, 2008

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AGREEMENT made as of April 1, 2004, between the SOCIETY OF STAGE DIRECTORS & CHOREOGRAPHERS, INC. ("SSDC"), having its principal office at 1501 Broadway, Suite 1701, New York, NY 10036, and the COUNCIL OF STOCK THEATRES, INC. ("COST"), c/o Jon Kimbell, Route 128, Box 62, Beverly, MA 01915.

I. THE PARTIES:

- A. SSDC is a labor organization representing Theatre Directors, Choreographers and Director-Choreographers
- B. COST consists of member stock Theatres operating separately and independently. A list of members is annexed hereto. This Agreement is binding upon each such member Theatre ("Theatre").

II. RECOGNITION:

COST and the Theatre recognize SSDC as the exclusive representative of all Directors and Choreographers employed by them for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

III. UNION SECURITY:

- A. All Directors/Choreographers:
 - 1. if members of SSDC, shall be in good standing when hired; or
 - 2. if not members, shall become members after the 30th day of initial employment;
 - 3. if not members during initial employment, shall become members when hired thereafter.
- B. SSDC will admit to membership Directors, Choreographers and Director-Choreographers employed by COST members upon:
 - 1. non-discriminatory terms, and
 - 2. reasonable initiation fee

IV. CONTRACTS:

COST Theatres employing Directors, Choreographers or Director-Choreographers will use the SSDC form of employment contract annexed hereto as Schedule H. Contracts must be signed in quadruplicate and:

- A. The Director, Choreographer or Director-Choreographer will keep one copy and file one copy with SSDC within five days after signing; and
- B. The Theatre will keep one copy and file one copy with SSDC within five days after signing or prior to first rehearsal, whichever first occurs.
- C. If the contract is not signed concurrently, the Theatre shall sign first. In such event, the Theatre may void the contract by notifying the Director, Choreographer or Director-Choreographer or his/her designated representative by certified mail, telegram, or mailgram that, if the contract is not signed and returned to the Theatre within a specified period (but not less than 72 hours after receipt of such notice), the contract is null and void.

V. CONDITIONS OF EMPLOYMENT:

- A. Attached hereto and made a part hereof are schedules of minimum compensation and the working conditions for Directors, Choreographers, and Director-Choreographers (Schedules A, B, and C).
- B. The Director, Choreographer and Director-Choreographer may not waive or alter any of the minimum employment terms and conditions in this Agreement without the approval of SSDC, except that nothing in this Agreement shall prevent the Director, Choreographer or Director-Choreographer from obtaining better employment terms and conditions than herein provided.
- C. The applicable provisions of this Agreement and the schedules annexed hereto shall be deemed incorporated in the individual contracts of employment between the Theatre and the Director, Choreographer or Director-Choreographer.
- D. At least thirty (30) days prior to commencement of a season, each Theatre shall provide SSDC with a Production Schedule for a twelve-month period, including the first rehearsal date. Each Theatre shall inform SSDC of any revisions in the schedule as they become known to the Theatre.

VI. EXEMPTIONS:

- A. An individual employed by the Theatre as its manager or producer who simultaneously acts as Director, Choreographer or Director-Choreographer and who is not a member of SSDC shall not be covered by the Agreement and will not be required to become a member of SSDC; provided, however, that productions directed/choreographed by such individual are performed only at the Theatre where the individual is employed as manager or producer. If a production is performed elsewhere, this Agreement is applicable to said individual, but a waiver of this provision for special situations, when requested of SSDC, will not be unreasonably withheld. It is further provided that, in any event, if such person was previously a member in good standing of SSDC, he/she shall be covered by this Agreement, and that SSDC members on honorable withdrawal or suspended status shall be required to reactivate their membership in good standing.
- B. The Theatre shall not be required to contribute pension and/or health payments to SSDC on behalf of the Theatre's Artistic Director or Producer when the Artistic Director or Producer directs and/or choreographs a production under the following conditions:
1. The Artistic Director or Producer is employed in a full-time salaried position by the Theatre;
 2. The Artistic Director or Producer receives pension & health benefits from the theatre, and submits to SSDC written verification to such effect;
 3. The Artistic Director or Producer submits to SSDC written verification stating he/she is receiving pension & health benefits from the Theatre, and acknowledges that no pension & health contributions will be made on his/her behalf;
 4. No more than one (1) Artistic Director or Producer from each Theatre shall qualify for this exemption;
 5. In the event that the Artistic Director or Producer covered under this section shall terminate his/her employment prior to being vested in the Theatre's pension plan, all contributions which would otherwise have been due to the Society League Pension

Fund shall thereupon become due to the Society League Pension Fund by the Theatre on behalf of the Artistic Director or Producer.

VII. NO STRIKES, NO LOCKOUT:

During the term of this Agreement, the Theatre shall not lock out any Director, Choreographer or Director-Choreographer, and SSDC will not cause or condone any of its members to take part in any strike, work stoppage, slowdown, boycott, or concerted or organized or other curtailment of work (sympathetic, general, secondary boycott, or any other kind) or any other interference with the operation of the business of the Theatre.

VIII. DISPUTES:

- A. In the event that any dispute concerning the interpretation or application of this Agreement (including all schedules and riders annexed hereto) or any additional employment contract between the Director, Choreographer or Director-Choreographer and the Theatre arises between SSDC and the Theatre, SSDC and the Theatre will promptly attempt to settle the matter amicably.
- B. If the parties are unable to settle the dispute, either party may demand arbitration, which shall be conducted in accordance with the provisions set forth below.
- C. SSDC shall act as and be deemed the sole and exclusive agent for Directors, Choreographers or Director-Choreographers in all such disputes and arbitrations arising therefrom. Unless otherwise expressly provided in the employment contract, Directors, Choreographers or Director-Choreographers waive any and all remedies, rights, and procedures against the Theatre on account of such disputes except as hereinabove provided.
- D. If COST deems any dispute hereunder to concern an issue common to its members other than the Theatre directly involved in the dispute, it shall so state in advance of arbitration and have the right to appear in any arbitration arising therefrom, and the determination therein shall be binding upon such other member Theatres.
- E. Arbitration hereunder shall be conducted by one arbitrator in the City of New York. The arbitrator shall be selected from a panel of three permanent arbitrators consisting of Carol Wittenberg, Herbert Haber, John Sands, and Josef P. Sirefman. The arbitrators shall be

selected in rotating order. If an arbitrator is unable to conduct an arbitration within thirty days after notice and request to so serve, the next named arbitrator, in rotating order, shall be selected. If none of the named arbitrators are available to serve, the arbitration shall be conducted by submittal thereof to the American Arbitration Association in the City of New York.

- F. Determinations by arbitrators hereunder shall be final and binding upon the parties, but shall not amend this Agreement in any way.

IX. PENSION FUND:

The Theatre acknowledges the existence of a jointly administered Pension Fund pursuant to the collective bargaining agreement between SSDC and the League of American Theatres and Producers, Inc., and the Theatre agrees to become a participant in said Pension Fund. The Theatre agrees to execute all necessary documents, including the Agreement and declaration of trust establishing said Pension Fund.

X. HEALTH:

- A. The Theatre acknowledges the existence of a jointly administered Health Fund pursuant to the collective bargaining agreement between SSDC and the League of American Theatres and Producers, Inc., and the Theatre agrees to become a participant in said Health Fund. The Theatre agrees to execute all necessary documents, including that Agreement and declaration of trust establishing said Health Fund.
- B. The Health Fund shall be used to assist in providing health benefits for the Director, Choreographer or Director-Choreographer, including, but not limited to, hospital and medical insurance.

XI. PAYMENT (SALARIES):

- A. Salaries shall be paid to Directors, Choreographers or Director-Choreographers in amounts no less than as provided in Schedules A, B, and C for the respectively sized Theatres, annexed

hereto. If the Director, Choreographer or Director-Choreographer and the Theatre agree, the payment provided herein may be made as a salary or as a fee.

- B. Payment of the fee shall be made in the following manner; 1/3 upon signing of the contract, 1/3 upon the first day of rehearsal, and 1/3 no later than the first public performance.

XII. PAYMENT (ROYALTIES):

- A. Royalties shall be paid to Directors, Choreographers or Director-Choreographers in amounts no less than as provided in Schedules A, B, and C for the respectively sized Theatres, annexed hereto.
- B. Royalties provided for are based upon eight performances of the production per week. Additional royalties shall be paid at the rate of one-eighth (1/8) the weekly contractual royalty for each performance more than eight in one week.
- C. SSDC dues assessment of 2.5% shall be deducted from salaries/ fees and royalties earned by the Director, Choreographer or Director-Choreographer and submitted to SSDC no later than seven days after the first public performance.

XIII. PAYMENT (OUT-OF-POCKET EXPENSES):

All out-of-pocket expenses related to the production, approved by the Theatre, shall be reimbursed within seven days of receipt of the written request from the Director, Choreographer or Director-Choreographer.

XIV. PAYMENT (PENSION AND HEALTH):

- A. Pension and health benefit payments shall be made in behalf of Directors, Choreographers or Director-Choreographers as provided in Schedule D, annexed hereto.
- B. Pension and health payments for the entire period of employment shall be made to SSDC no later than the first public performance.

XV. REHEARSAL SPACE:

Theatres shall provide a well-ventilated rehearsal space of an appropriate size, commensurate with the dimensions of the stage in which the production shall first be performed.

XVI. SECURITY:

A. Each Theatre, in accordance with its size classification, will deposit with SSDC a sum of money (or equivalent security satisfactory to SSDC) equal to the total of two weekly minimum Director's royalty payments plus two weekly minimum Choreographer's royalty payments; however, a security deposit of up to two weeks' minimum salary for both a Director and Choreographer shall be required for any Theatre and/or producer who has not been up to date on all payments required by this Agreement at the end of the two preceding seasons. The Theatre shall deposit the applicable security prior to the signing of any contract for any production in each season for which any Director/Choreographer shall be employed subject to this Agreement. Said monies shall be returned to the Theatre by SSDC no later than 10 days after the Theatre has notified SSDC in writing that all productions contracted for by the Theatre for which royalties are payable have been fully performed at the Theatre and the Theatre has furnished proof to SSDC that all payments due under this Agreement have been paid.

The foregoing paragraph shall apply to all members of COST as of April 1, 1990. The minimum security for new members of COST shall be four weeks' royalties or salaries, as applicable. For Theatres not COST members, SSDC shall determine the minimum security. However, it shall be no less than the deposit for new COST members.

B. If a Theatre is in default of any royalty payments or any part thereof and such default continues for a period exceeding 10 days after the end of performances at the Theatre of all productions for which security was deposited, as above provided, and such security is insufficient to cover the amount so in default, then, before any future performance at the Theatre of a production for which a Director, Choreographer or Director-Choreographer is employed under contract subject to this Agreement, the Theatre will be required (1) to pay all

royalty arrears, and (2) to deposit with SSDC a sum of money (or equivalent security satisfactory to SSDC) as required in XVI. A.

- C. If a Theatre is in default of any pension and/or health payments or any part thereof and such default continues for a period exceeding 10 days after the end of performances at the Theatre of all productions for which security was deposited, as above provided, and such security is insufficient to cover the amount so in default, then, before any future performance at the Theatre of a production for which a Director, Choreographer or Director-Choreographer is employed under contract subject to this Agreement, the Theatre will be required (1) to pay all pension and/or health arrears, and (2) to deposit with SSDC a sum of money (or equivalent security satisfactory to SSDC) as required in XVI. A.
- D. The security so deposited by a Theatre may be used in the discretion of SSDC, to pay royalty payments, dues and/or health and pension benefit payments which such Theatre has defaulted in making. Such security shall be used only after notice of default and intention to so use such security has been given in writing to the Theatre by SSDC. Such security shall not be so used until default continues for a period of 10 days after such written notice.
- E. All monies deposited with SSDC hereunder shall be held in trust in a day-to-day interest-bearing account, such interest to be credited to the Theatre and returned, as accrued, to the Theatre upon the return of monies so deposited.
- F. Payments for which a security is deposited with SSDC hereunder may be made to or for the account of Directors, Choreographers or Director-Choreographers directly from funds held as security upon the written request of the Theatre but within the sole discretion of SSDC.
- G. No production may play at any Theatre unless:
 - 1. A security bond has been posted by that Theatre in accordance with this Article; and
 - 2. Either
 - a. A contract has been signed by the Theatre for the Director, Choreographer or Director-Choreographer, or
 - b. A royalty rider, annexed hereto as Exhibit 2, has been signed by the Theatre for the Director, Choreographer or Director-Choreographer.

- H. No contracts or royalty riders will be issued by SSDC until the security bond required by this Article is deposited with SSDC.

XVII. ADDITIONAL REHEARSALS AFTER INITIAL REHEARSAL PERIOD

- A. On any day following the initial rehearsal period the Theatre may request the Director, Choreographer or Director-Choreographer to provide up to four (4) hours of service and be compensated for such at ½ the daily rate, provided the Director, Choreographer or Director-Choreographer agrees to render service. Under no circumstances may such rehearsal be scheduled prior to the end of minimum rehearsal as defined by category. Such rehearsal must be consecutive with all previous days of rehearsal. Any rehearsal requested and agreed to beyond the four (4) hours will be compensated at the full daily rate.
- B. If a production is to be restaged from one type of Theatre to another or a replacement of a major performer is necessary, the Director, Choreographer or Director-Choreographer shall be given the right of first refusal to conduct the rehearsals therefor, subject to the following:
 - 1. The foregoing shall apply only where the Theatre has more than seven days notice in which to provide such restaging or replacement for actual performance.
 - 2. If the Theatre has such more-than-seven-days notice, then it shall notify SSDC thereof and the Director, Choreographer or Director-Choreographer shall have seventy-two hours after such notice has been given in which to exercise the right to conduct the required rehearsals.
 - 3. If notice that such right has been exercised has not been actually received by the Theatre within such seventy-two hour period, the Director, Choreographer or Director-Choreographer having such right, as the case may be, shall be deemed to have waived such right.
- C. When a Director, Choreographer or Director-Choreographer is required to conduct rehearsals after the initial rehearsal period for purposes of brush-up, cast replacement, re-staging, or adaptation from one type of stage to another (e.g., change from or to arena, proscenium, thrust, or other), payment shall be made to the Director, Choreographer or Director-Choreographer of travel expenses, per diem expenses, and additional compensation as provided in the schedules annexed hereto. The travel portion of such expenses shall be paid in

advance. All other monies due shall be paid the Director, Choreographer or Director-Choreographer before he/she leaves the Theatre, in cash, or by check which can be cashed at the box office, provided the Artist gives the Theatre sufficient notice. In all events, the Theatre shall be liable for travel expenses of the Director, Choreographer or Director-Choreographer only between the place of rehearsal and the original place of engagement of such Director, Choreographer or Director-Choreographer.

- D. If, after a hiatus of four weeks or more, a production that has been covered by this Agreement moves (1) to a COST Theatre, or (2) to a non-COST Theatre if the production is under the control of a COST Theatre, and the rehearsal period is 8 days or more, the production shall be considered a different production and all the provisions of this Agreement shall apply as if it were a new production.
- E. Notwithstanding any other arrangements between or among producer and Theatre, the Theatre where the Director, Choreographer or Director-Choreographer performs such additional rehearsal services shall be liable for such payments to or for the benefit of such Director, Choreographer or Director-Choreographer.

XVIII. TRANSFERS

- A. In the event of a transfer to a COST Theatre of the same physical production, for which services of a Director, Choreographer, or Director-Choreographer are required, the original Director, Choreographer, or Director-Choreographer shall be afforded the first option to perform such work.
- B. In the event of a transfer, where the original Director, Choreographer, or Director-Choreographer declines to conduct rehearsals at the transferee Theatre or no additional services are required, he/she shall receive as compensation (i) no less than thirty (30%) percent of the original contractual salary or thirty (30%) percent of the transferee Theatre's minimum salary, whichever is greater; (ii) pension and health contributions; and (iii) any royalty payments (if applicable).

- C. In the event of a co-production or transfer to a COST Theatre for which additional rehearsal is necessary, the Director, Choreographer, or Director-Choreographer shall receive as compensation from the transferee theatre for (1) to (6) days of rehearsal, no less than fifty (50%) percent of either his/her contractual salary or fifty (50%) percent of the minimum salary of the transferee Theatre, whichever is greater; or for seven (7) to twelve (12) days of rehearsal, no less than seventy-five (75%) percent of either his/her contractual salary or seventy-five (75%) percent of the minimum salary of the transferee Theatre, whichever is greater. After twelve (12) days of rehearsal a full fee shall be required. Performance weeks in the case of transfers are cumulative for the purposes of royalty payments (see Schedules A, B, and C). The transferee Theatre shall be responsible for payment of all compensation due to or on behalf of the Director, Choreographer or Director-Choreographer. Pension and health contributions shall be required on each transfer that occurs within COST.
- D. In the event that a production produced by a COST Theatre transfers to a Non COST venue with the stage directions/choreography substantially intact, a Contract for the original Director, Choreographer, or Director-Choreographer shall be filed with SSDC subject to the applicable SSDC agreement for such Non Cost venue.

XIX. DISMISSAL:

No Director, Choreographer or Director-Choreographer shall be dismissed without full payment of salary and royalty and pension and health benefits, as these may accrue, except where the Director, Choreographer or Director-Choreographer is guilty of breach of contract.

XX. FUNCTIONS OF DIRECTOR/ CHOREOGRAPHER

A. Duties:

The Director, Choreographer or Director-Choreographer shall conduct rehearsals, appear promptly for all scheduled rehearsals, respect the physical property of the production, Theatre, and place of rehearsal, conduct rehearsals in a manner not violative of any rules of Actors' Equity Association, and generally fulfill the artistic, planning and production contributions commonly within the scope of the respective functions of Director,

Choreographer or Director-Choreographer. In addition, the Director, Choreographer or Director-Choreographer will do nothing of such public and scandalous nature as to embarrass or otherwise bring disrepute to the Theatre.

B. Consultation:

1. The Director or Director-Choreographer shall be consulted regarding the cast, designers, lighting, costuming, musical director and if Theatre and Director or Director-Choreographer mutually agree to hire such, an assistant director. If the Theatre has made any prior decisions regarding the above elements, the Director or Director-Choreographer must be advised before the execution of the form contract.
2. The Choreographer shall be consulted regarding the musical director, dance arranger and dance captain. If the Theatre has made any prior decisions regarding the above elements, the Choreographer must be advised before the execution of the form contract.
3. The Choreographer shall have the right to choose the dance captain, subject to the Theatre's approval; such approval not to be unreasonably withheld.
4. At the time of signing of contract, the Choreographer shall advise the Theatre responsible to pay his/her salary with respect to music and/or floor space necessary to design the choreography prior to rehearsals. If the Theatre and the Choreographer agree at such time upon such needs and the expenses to be incurred therefor, and the same are set forth in the individual contract of employment, the Choreographer shall be reimbursed by the Theatre for so much of such expenses actually advanced by the Choreographer.
5. The Director shall have the right to approve the advance stage manager; such approval not to be unreasonably withheld.

C. Consultation After Opening:

After opening of the production, the work of the Director shall not be changed or deleted by the Theatre unless:

1. Change is required by emergency.
2. The physical conditions of the Theatre necessitate changes and/or deletions.

3. Where the foregoing conditions do not apply, the Director is first consulted with respect to the proposed changes.

D. Nature of Consultation:

The consultations above provided for are advisory in nature and are to be seriously considered by the Theatre; but final decisions are reserved to the Theatre. Such consultations shall not be required if the Director, Choreographer or Director-Choreographer is not readily available therefor.

XXI. BILLING:

- A. The Director or Director-Choreographer will receive billing in type size no less than 33 1/3% of the type size used for the title of the play. Such billing shall appear on a separate line. No other billing shall be larger than the Director or Director-Choreographer with the exception of "star" performers or author, unless otherwise required by pre-existing contractual requirements of the production. Billing of the Director or Director-Choreographer will appear in the theatre where the production is performed and on houseboards and programs. The Director shall be credited in all press materials, excluding ads, when anyone other than author and star are credited.
- B. The Choreographer will receive billing in type size no less than 25% of the type size used for the title of the play. Choreographer's credit shall appear on separate line. Billing of the Choreographer will appear in the theatre where the production is performed and on houseboards and programs. The Choreographer shall be credited in all press materials, excluding ads, in which the Director is credited

XXII. BIOGRAPHICAL NOTES:

- A. If biographical notes are included in the program for any member of the cast, such notes shall be included for the Director, Choreographer or Director-Choreographer. The Director, Choreographer or Director-Choreographer shall submit all biographical material and photographs for programs at the time of signing of the contract. In doing so, he/she shall indicate the preferred cuts, should space demand editing.

- B. The Producer/Theatre agrees to display the SSDC Logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer, or Director-Choreographer) is a member of The Society of Stage Directors and Choreographers, Inc., an independent national labor union."

XXIII. SEATS:

The Director, Choreographer or Director-Choreographer shall be provided with a seat if it is necessary to see performance.

XXIV. ELECTRONIC RIGHTS:

- A. A Theatre shall not film, televise, or otherwise reproduce complete or partial performances of the Theatre's production of the Play, or authorize or permit others to do the same, without first negotiating and executing a written agreement with the Director, Choreographer or Director-Choreographer with respect thereto. When a production is visually reproduced from the stage or from a studio, in substantially the same form as originally directed and/or choreographed, by means of video tape or any other electronic device, or is presented live on television, in Theatres, or by any other means of remote visual reproduction, in substantially the same form as originally directed and/or choreographed, (i) the Director shall receive one and one-half (1.5%) percent and the Choreographer shall receive one and one-eighth (1.125%) percent of all payments to the Theatre for such reproduction or presentation within seven (7) days of its receipt by the Theatre, and (ii) within seven (7) days of the conclusion of the reproduction or presentation, the Theatre shall pay to the Director, Choreographer or Director-Choreographer a fee in an amount equal to no less than the difference between the amount which is two (2) times the original contractual salary and any amounts previously paid under this Article, and (iii) in the event the Theatre receives payments subsequent to the reproduction or presentation, the Director, Choreographer or Director-Choreographer shall receive their respective percentage participation of such payments to the extent that the percentage participation of all payments in the aggregate exceeds the fee paid pursuant to (ii) above.

- B. If the presence of the Director, Choreographer or Director-Choreographer is required at the Theatre or studio in which any reproduction is to be taped, filmed, televised, or recorded, he/she shall receive additional compensation equal to no less than the DAILY RATE as stated in Schedules A, B, and C for the respectively sized Theatres for each day or part thereof his/her presence is required.
- C. If a production is reproduced in one or more forms as described above, the Director, Choreographer or Director-Choreographer shall receive billing as follows: "This production was Directed/Choreographed for the stage by _____."
- D. The foregoing Sections A and C shall not be applicable when only a portion of the production is being reproduced solely for use in advertising, promotion, or news purposes, said portion of the production not to exceed five (5) minutes, or if more than one portion of the production is performed, not to exceed a total aggregate of eight (8) minutes.
- E. The Producer shall be permitted to make a video/audio recording of a Play in whole or in part for its archival use. Archival shall not be loaned out from the Theatre's premises without the written consent of SSDC. In the case of uses for sign language interpreters and interpreters for audio-described plays, such consent shall not be unreasonably withheld.

XXV. PROPERTY RIGHTS

- A. All rights in and to the direction conceived by the Director, and all rights in and to the choreography conceived by the Choreographer, in the course of the rendition of his/her services hereunder, shall be, upon its creation, and will remain, the sole and exclusive property of the Director/Choreographer; it being understood, however, that the Theatre shall have a perpetual and irrevocable license to use such direction and/or choreography in any production of the play/musical from which the Director/Choreographer receives a royalty under an applicable SSDC minimum basic agreement. The Theatre, however, shall not record, film, televise, or otherwise reproduce or transmit complete or partial performances of any production of the play/musical directed by the Director and/or choreographed by the Choreographer, or authorize or permit others to do so, without first negotiating and executing a written agreement with the Director/Choreographer in respect thereto, except as specifically set forth in this Agreement. It is understood, however, that the Theatre shall be permitted to show a segment of no more than fifteen (15) minutes duration of the production which is

presented for the purpose of exploiting and advertising the current COST production during the period of its presentation. The Theatre shall not authorize the publication in any form of the Director's stage directions or the Choreographer's choreographic annotation without the prior written consent of the Director and/or Choreographer.

- B. The Director/Choreographer reserves the right to copyright any such direction and/or choreography.
- C. The foregoing shall be subject to the following:
 - 1. The Director, Choreographer or Director-Choreographer shall represent and warrant to the producer that the direction and/or choreography conceived by the Director, Choreographer or Director-Choreographer in the course of the rendition of his/her services hereunder are wholly original with such Director, Choreographer or Director-Choreographer, as the case may be, and that the same shall not and do not infringe upon the works of any other persons or parties. If the Theatre requires that the Director or Choreographer recreate the work of another Director or Choreographer, the Theatre is responsible for obtaining the rights to said work and shall provide to the Director or Choreographer evidence that it has obtained the rights to use such direction/ choreography and indemnify, hold harmless and defend the Director or Choreographer against any claim arising from such use of any direction/ choreography.
 - 2. The Director, Choreographer or Director-Choreographer shall hold harmless and indemnify the producer against any and all claims and/or liabilities resulting from the use of said direction and/or choreography, including without limitation attorneys' fees and expenses of defending against any such claims, except in cases where the Theatre has asked the Director, Choreographer or Director-Choreographer to re-create existing work.
- D. Notwithstanding anything hereinabove contained, the producer shall not be liable to pay the Director and/or Choreographer on account of any contributions by them or either of them which:
 - 1. are not subject to protection under the laws of the United States; or
 - 2. are in the public domain and are available to or otherwise subject to use by others than the producer free of obligation to the Director/Choreographer.

XXVI. SOCIAL SECURITY-UNEMPLOYMENT INSURANCE

- A. The Theatre shall comply with all laws regarding the payment of taxes and payments required to be paid by employers under the provisions of laws commonly known and designated as Social Security Acts or Laws.
- B. If the services of the Director, Choreographer or Director-Choreographer are not subject to the compulsory provisions of an unemployment compensation (insurance) law of any state, then the Theatre hereby agrees to cover the Director, Choreographer or Director-Choreographer and pay contributions on the earnings of the Director, Choreographer or Director-Choreographer under the elective provisions of the unemployment insurance law of the State of New York. If the Theatre is not eligible to come under the New York State Unemployment Law, then it will elect to come under the unemployment compensation (insurance) law of the state of its principal place of business, or of the state of the Director's, Choreographer's or Director-Choreographer's residence or of the state where the contract of employment was made.
- C. The Theatre hereby agrees to execute and file the necessary forms required by the state unemployment compensation (insurance) law under which it elects to cover the Director, Choreographer or Director-Choreographer and shall notify the Director, Choreographer or Director-Choreographer of its election.
- D. The Theatre agrees to furnish its unemployment registration number to the Director, Choreographer or Director-Choreographer and to SSDC, if so requested.
- E. It is expressly agreed that non-profit organizations, regardless of their tax-exempt status, will secure unemployment insurance coverage pursuant hereto.

XXVII. TERM:

This Agreement shall be (4) years, effective the 1st day of April 2004, and terminating the 31st day of March 2008.

XXVIII. SEPARABILITY:

If any provisions of this Agreement are held by any court or other competent jurisdiction to be void or in contravention of any laws, rules or regulations and unenforceable, the remainder of this Agreement shall continue in full force and effect.

XXIX. SUPERSEDING AGREEMENT:

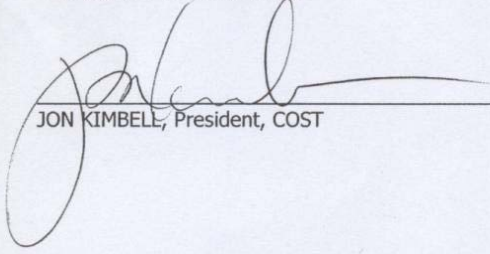
This Agreement supersedes and renders null and void all terms and provisions of any other agreement for employment by Directors and Choreographers previously entered into between COST and any other union, including without limitation agreements between COST and Actors' Equity Association.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day first written above.

SOCIETY OF STAGE DIRECTORS AND CHOREOGRAPHERS, INC.

By  _____
Pamela Berlin, President

COUNCIL OF STOCK THEATRES

 _____
JON KIMBELL, President, COST

SCHEDULE A: CATEGORY I

SALARIES:

Directors shall receive as salaries no less than the following for three (3) weeks of rehearsal or less:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$8,151	\$6,539	\$14,673
2005-2006	8,396	6,735	15,113
2006-2007	8,689	6,971	15,642
2007-2008	9,015	7,232	16,229

For each additional rehearsal day in excess of three (3) weeks, the Theatre shall pay the following

DAILY RATE:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$347	\$279	\$625
2005-2006	357	287	644
2006-2007	370	297	667
2007-2008	384	309	692

ROYALTIES:

Category I royalties to be paid beginning fourth (4th) week of performances are as follows:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$640	\$512	\$1,151
2005-2006	659	527	1,186
2006-2007	682	546	1,228
2007-2008	708	566	1,274

SCHEDULE B: CATEGORY II

SALARIES:

Directors shall receive as salaries no less than the following for four (4) weeks of rehearsal or less:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$10,745	\$8,949	\$19,394
2005-2006	11,067	9,217	19,976
2006-2007	11,455	9,540	20,675
2007-2008	11,884	9,898	21,450

For each additional rehearsal day in excess of four (4) weeks, the Theatre shall pay the following

DAILY RATE:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$323	\$259	\$581
2005-2006	333	267	598
2006-2007	344	276	619
2007-2008	357	286	643

After four (4) additional days, the Theatre shall pay the following WEEKLY RATE:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$1,938	\$1,550	\$3,487
2005-2006	1,996	1,597	3,593
2006-2007	2,066	1,652	3,718
2007-2008	2,143	1,714	3,858

ROYALTIES:

Category II royalties to be paid beginning fifth (5th) week of performances are as follows:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$651	\$520	\$1,171
2005-2006	671	536	\$1,206
2006-2007	694	554	1,248
2007-2008	720	575	1,295

SCHEDULE C: CATEGORY III

SALARIES:

Directors shall receive as salaries no less than the following for four (4) weeks of rehearsal or less:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$13,006	\$10,372	\$23,391
2005-2006	13,396	10,683	24,093
2006-2007	13,865	11,057	24,936
2007-2008	14,385	11,472	25,871

For each additional rehearsal day in excess of four (4) weeks, the Theatre shall pay the following

DAILY RATE:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$323	\$259	\$581
2005-2006	333	267	598
2006-2007	344	276	619
2007-2008	357	286	643

After four (4) additional days, the Theatre shall pay the following WEEKLY RATE:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$1,938	\$1,550	\$3,487
2005-2006	1,996	1,597	3,592
2006-2007	2,066	1,652	3,718
2007-2008	2,143	1,714	3,857

ROYALTIES:

Category III royalties to be paid beginning seventh (7th) week of performances are as follows:

	<u>Director</u>	<u>Choreographer</u>	<u>Dir.- Choreographer</u>
2004-2005	\$663	\$529	\$1,190
2005-2006	683	545	\$1,226
2006-2007	707	564	1,269
2007-2008	733	585	1,316

SCHEDULE D: PENSION & HEALTH

I. PENSION:

The Theatre shall pay to the Society-League Pension Fund in behalf of the Director, Choreographer or Director-Choreographer an amount equal to eight (8%) percent of salary and eight (8%) percent of all weekly royalty payments, with the following ceilings on pensionable compensation (i.e. salary and royalties):

	<u>Director or Choreographer</u>	<u>Director-Choreographer</u>
2004	(Cat I) \$7,811	\$10,211
	(Cat II) \$9,365	\$11,965
	(Cat III) \$9,718	\$12,518
2005	(Cat I) \$8,045	\$10,517
	(Cat II) \$9,646	\$12,324
	(Cat II) \$10,010	\$12,894
2006	(Cat I) \$8,327	\$10,885
	(Cat II) \$9,984	\$12,755
	(Cat III) \$10,360	\$13,345
2007	(Cat I) \$8,639	\$11,294
	(Cat II) \$10,358	\$13,234
	(Cat III) \$10,748	\$13,845

II. HEALTH CONTRIBUTION:

Each Theatre shall pay the following sum to the SSDC-League Health Fund for each Director, Choreographer or Director-Choreographer employed in any production, payable no later than seven (7) days after the opening performance:

April 1, 2004	\$640
April 1, 2005	\$690
April 1, 2006	\$735
April 1, 2007	\$785

SCHEDULE E: PER DIEM

Transportation and Per Diem

- A. Round-trip transportation, baggage allowance, taxi fares shall be furnished and/or paid for by the Theatre, in accordance with those in effect for the performers.
- B. In accordance with the foregoing rule, the Theatre will also furnish the Director, Choreographer or Director-Choreographer with other than local round-trip transportation for all pre-production conferences, auditions, rehearsals, including brush-up, cast replacement, and re-staging rehearsals.
- C. If the Director, Choreographer or Director-Choreographer elects to use his/her own mode of transportation, he/she shall be reimbursed for his/her expenses up to but not to exceed the cost thereof required above.
- D. If housing accommodations located for the Director, Choreographer or Director-Choreographer by the Theatre are more than 1/2 mile from the place of rehearsal and/or Theatre, or if the Director, Choreographer or Director-Choreographer must travel more than 1/2 mile from such housing accommodations for food, laundry, or other living necessities, the Theatre shall provide transportation for the Director/Choreographer therefor (other than scheduled public bus or similar public transportation), except if Theatre and the Director, Choreographer or Director-Choreographer agree that he/she shall use his/her own vehicle, in which case the Theatre shall be required to reimburse him/her at the rate of .32.5 cents per mile.
- E. Per diem shall be due under one of the following three options:
 - 1. The Theatre will pay the Director, Choreographer or Director-Choreographer \$140.00 per day during the first year of this Agreement, \$145.00 per day during the second year of this Agreement, \$150.00 per day during the third year of this Agreement, and \$155.00 per day during the last year of this Agreement for expenses for each day or part thereof that he/she is required to be away from the place of engagement overnight in connection with the duties to be performed by such employee hereunder.

2. The Theatre may, at its option either: i) Provide the Director, Choreographer or Director-Choreographer, at no cost to the Director, Choreographer or Director-Choreographer a safe, sanitary and private room and bath acceptable to the Artist, plus \$42.00 per day during the first year of this Agreement; \$45.00 per day during the second year of this Agreement; \$47.00 per day during the third year of this Agreement, and \$50.00 during the last year of this Agreement; or ii) In the event that the Theatre provides a safe, sanitary and private room and bath acceptable to the Artist, including either kitchen facilities or complimentary meals, the Theatre will pay the Director, Choreographer or Director-Choreographer \$32.00 per day for the first year of this Agreement, \$35.00 per day for the second year of this Agreement, \$37.00 during the third year of this Agreement, and \$40.00 per day during the fourth year of this Agreement.

The Director/Choreographer shall not unreasonably refuse the accommodations and/or complimentary meals offered.

- F. The foregoing provisions shall apply to trips outside the contractual rehearsal period pursuant to Schedule F hereinbelow.

SCHEDULE F: NON REHEARSAL TRIPS

For any trip made by the Director, Choreographer or Director-Choreographer at the request of the Theatre outside the contractual rehearsal period which takes the Director, Choreographer or Director-Choreographer away from the place of original engagement, the purpose of which is other than for rehearsal, the Theatre shall pay transportation and per diem, as hereinabove provided in Schedule E.

SCHEDULE G:

C.O.S.T Member Theatres:

As of April 1, 2004 the following Theatres are members of the Council of Stock Theatres:

Theatre	Category
North Shore Music Theatre	I
5 th Avenue Theatre	II
Paper Mill Playhouse	III

SCHEDULE H: CONTRACT FORM

ssdc *society of stage directors and choreographers*
 1501 BROADWAY, SUITE 1701 NEW YORK, NY 10036 TEL 212 391 1070 FAX 212 302 6195

This contract must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this contract and any riders with SSDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the Agreement between the Society of Stage Directors and Choreographers, Inc. (SSDC), and the Council of Stock Theatres (COST), effective April 1, 2004, and binds the Theatre to its terms for the duration of said Agreement.
2. The Theatre, _____, COST stage category _____, hereby engages the services of _____ as (Director) (Choreographer) (Director-Choreographer) and he/she accepts such engagement with respect to the Play: _____. Your services shall be rendered from _____ through _____. The Play shall be performed from _____ through _____.
(start date) (end date)
3. In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:
 SALARY/FEE AND PAYMENT SCHEDULE:
 A Fee of \$ _____ Fee Schedule: \$ _____ upon signing this contract
 \$ _____ upon first day of rehearsal
 \$ _____ upon first day of the last week of rehearsal
 The Theatre is authorized to send compensation to:

4. ROYALTIES: After initial run, royalties will be \$ _____ per week.
5. Effective immediately, the undersigned assigns to the SSDC two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above named production and authorizes and directs the Theatre to deduct such amounts and remit same to the SSDC. This assignment shall be irrevocable for the term of the above named production.
6. RIDERS: (Attach additional riders to each copy of this contract.)
7. Any dispute arising out of this Agreement shall be settled by arbitration pursuant to the agreement indicated above.

Accepted:	Theatre must sign contract first.
DIRECTOR/CHOREOGRAPHER	THEATRE _____
(Signature) _____	By _____
_____	(Signature) _____
Please type name	Please type name
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone _____
Social Security No. _____	Employer Federal I.D.No. _____
Member of SSDC in Good Standing? yes _____ no _____	

rev. 4/04

COST