



BROADWAY STANDARD SCENIC DESIGNER CONTRACT 2012-2015

I. AGREEMENT of Employment made this _____ day of _____, 20____ between _____ (the "Designer") and _____ (the "Producer").

The Producer hereby engages the services of the Designer, and the Designer hereby accepts the engagement, to design the Set(s) for a production entitled: _____ (the "Production")

which is a ☐ DRAMA ☐ MUSICAL having a ☐ SINGLE SET ☐ MULTIPLE SET ☐ UNIT SET WITH PHASES

First public performance scheduled on or about (date): _____ at (theatre): _____

II. COMPENSATION

The Producer agrees to pay the Designer the following amounts: (please fill out figures completely)

A. Contract Fee _____

B. Advance of AWC _____

C. Total A and B above _____ **Plus an AWC of \$** _____ **per week.**

The Producer will deposit with the Union a cash bond in an amount equal to **twenty-five percent (25%)** of the amount on line C above, payable to the Designer, **or \$4,000, whichever is greater.** The remaining **seventy-five percent (75%)** shall be deposited with the Union when the painting or construction of sets shall commence in the shop, or on the first day of full cast rehearsals, whichever occurs first.

III. GENERAL PROVISIONS

Both the Producer and the Designer agree that each and every provision contained in the Basic Agreement between United Scenic Artists Local 829 and The Broadway League, shall be part of this agreement, as though set forth herein at length; and that they have read said Agreement which sets forth the minimum conditions under which the Designer may work for the Producer. No provisions of said Agreement may be in any way waived or modified without previously having obtained the written consent of the Union.

Any rider to this contract shall be deemed part of this Agreement, but in no event shall any rider abrogate or lessen any provisions that are contained in the Basic Agreement.

IV. INDIVIDUAL SIGNATURE

When the person who signs this contract does so on behalf of the "Producer," he/she does so as the authorized agent of the Producer(s) and, in doing so, binds the Producer(s) to the terms and conditions and to the performance thereof.

V. TRUST FUNDS

Pension, Welfare and Annuity: In order to provide Pension, Welfare and Annuity benefits, the Producer shall contribute, for each designer employed, **payable by separate check to the designated funds**, the following amounts:

A. Pension: 6.25% • Effective 1/1/2015: 6.5% (Payable to the **United Scenic Artists Pension Fund**). Pension contributions shall be capped at \$2,150 (in 2013) • \$2,175 (in 2014) • \$2,250 (in 2015) per annum on fees; and at \$41 (in 2013) • \$43 (in 2014) • \$45 (in 2015) per week on AWC.

B. Welfare: 12% • Effective 1/1/2014: 12.5% • Effective 1/1/2015: 13% (Payable to the **IATSE National Benefit Funds**). Welfare contributions shall be capped at \$3,850 (in 2013) • \$4,025 (in 2014) • \$4,150 (in 2015) per annum on fees; and at \$69 (in 2013) • \$72 (in 2014) • \$75 (in 2015) per week on AWC.

C. Annuity: 3% of scale for all fees, daily rates and AWC, capped at 120% of scale. (Payable to the **IATSE National Annuity Fund**).

The full Pension, Welfare and Annuity contributions for the fee shall be due and payable, in separate checks, upon filing of this agreement.

DUES CHECK-OFF AUTHORIZATION

I, the undersigned Designer or Assistant Designer, hereby assign the United Scenic Artists, Local USA 829, IATSE, two percent (2%) of all wages earned and to be earned by me as an Employee, and authorize and direct my Employer to deduct such two percent (2%) from my wages and remit the same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner; and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period.

In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment, and intending that the amounts deducted be remitted to the Union to be applied to my account for Union membership dues, or if not a Union member in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED: by Producer

SIGN NAME _____
PRINT NAME _____
SIGNING DATE _____
STREET ADDRESS _____
CITY, STATE and ZIP _____
PHONE _____
E-MAIL _____

ACCEPTED: by Union

SIGN NAME _____
PRINT NAME _____
SIGNING DATE _____
STREET ADDRESS _____
CITY, STATE and ZIP _____
PHONE _____
E-MAIL _____

ACCEPTED: by Designer

SIGN NAME _____
PRINT NAME _____
SIGNING DATE _____
STREET ADDRESS _____
CITY, STATE and ZIP _____
PHONE _____
E-MAIL _____