



AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE GUEST ARTIST AGREEMENT

Please sign and return this document to Actors' Equity Association. Contracts will not be issued until a signed copy of this document is on file with the appropriate Regional Office.

1. SALARY REQUIREMENTS.

- (a) **Salary Minimums.** Minimum weekly salaries for Guest-Artists are based on the maximum number of performances in any one week. Minimum weekly salaries are as follows: Tier I -- \$300 for the Actor, \$360 for the Stage Manager; Tier II -- \$400 for the Actor, \$480 for the Stage Manager; Tier III -- \$510 for the Actor, \$612 for the Stage Manager. In cases where the engagement is one week or less, the applicable minimum is \$50 more.
- (b) The Actors' Equity Association (hereinafter 'equity') work week runs from Monday through Sunday. The Producer may engage an Actor for less than a full week at the beginning of the engagement period under the following terms:
 - (i) Such period must be consecutive and may not exceed four days.
 - (ii) Such period must immediately precede a full work week with no hiatus in between.
 - (iii) Payment for each such pro-rata day must be not less than one-sixth of the Actor's weekly contractual salary.
 - (iv) For each day of pro-ration, maximum allotted weekly rehearsal hours must also be pro-rated by not less than one-sixth.
 - (v) All pro-rata days must be specified in a rider to the Actor's employment contract.
 - (vi) If the Actor is engaged for more than four days, the Actor must be paid the full weekly contractual salary.
- (c) **Per Diem.** Minimum per diem is \$22 for all out-of-town Actors. When per diem is paid, it is paid weekly.
- (d) **Payday.** Salary and per diem will be paid weekly, no later than the evening of the Thursday of the week of that week's work.
- (e) **Record of Salary Deductions.** Whether paid by check or by cash, the Actor must be issued a stub or other record of gross salary, an itemization of extraordinary payments, (e.g. overtime, clothing rental, etc.), itemized deductions, and net salary for his records.
- (f) **Additional Duties.** An Actor shall not do any additional work without mutual agreement between the Actor and the Producer and an additional negotiated compensation therefor. Additional duties not specified in the Actor's contract at the time of its original signing shall be contracted by rider with copies to the Actor and Equity.
- (g) **Actor/Teacher.** If the Actor is hired as an Actor/Teacher, the teaching responsibilities must be clearly defined by means of a rider. Additionally, the work week must be in compliance with the Equity work week. Teaching, exclusive of question and answer sessions, and for which no preparation is expected or required, is counted as 2 hours for each hour worked.
- (h) **Additional Performances.** In no event may there be more than one additional performance per week. Under Tiers I, II, and III, 1/3, 1/5, and 1/8 of contractual salary, respectively, shall be paid for such additional performance.

2. DUES AUTHORIZATION.

The Actor hereby assigns to Equity from any compensation earned in connection with this contract such amounts for dues, initiation fees and assessments certified by Equity as due and authorizes and directs the deduction of such amounts from the Actor's weekly compensation and the remission of same to Equity. This clause shall be operative unless stricken by the Actor in which case the Actor is liable for direct payment of dues to Equity to the extent permitted by law. If the Actor strikes this clause and elects to pay dues directly to Equity and is in default of payment of any legally required dues, the Actor may be subject to discharge from employment for dues delinquency.

3. PENSION AND HEALTH.

The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Pension and Health Trust Funds mentioned in a) and b) below, including its regulations and any modifications thereto which may be adopted by its Trustees during the term of this agreement. (Pension and Health contributions are costs borne by the Producer.)

- (a) Pension. The Producer agrees to participate in the Equity-League Pension Trust Fund by making weekly contributions of 8% thereto on all gross payments made to the Actor in each week of employment.
- (b) Health. The Producer agrees to contribute to the Equity-League Health Trust Fund for each week of employment. This fund provides health insurance benefits for the Actor. The weekly health contribution is as follows: Tier I -- \$145.00; Tier II -- \$165.00; Tier III -- \$167.00.

4. UNEMPLOYMENT INSURANCE AND WORKERS' COMPENSATION.

The Producer must obtain Unemployment Insurance and Workers' Compensation coverage for the Actor under this contract.

5. REHEARSAL AND PERFORMANCE RULES.

- (a) Except as provided for under Rule 1.(h), in each week there will be no more than 3 performances in Tier I, no more than 5 performances in Tier II, no more than 8 performances in Tier III. There will be no more than 5 performances in any 3 consecutive days.
- (b) On a non-performance day, rehearsal will not exceed 7 out of 8 ½ hours in Tier I, 7 out of 10 hours in Tier II, and 7 out of 12 hours in Tier III. **After 5 hours of rehearsal there shall be a break of at least 1 hour.**
- (c) On a 1-performance day, rehearsal shall not exceed 5 hours. Any time beyond that shall be paid for at the overtime rate of \$12 per ½ hour. There shall be no rehearsal on a 2-performance day.
- (d) There may be one day of 10 out of 12 consecutive hours of rehearsal for each production in the 7-day period prior to the first public performance of a production.
- (e) Costume and photo calls shall be included in rehearsal hours.
- (f) Prior to the first paid public performance, the total work week including performances, rehearsals, costume calls, photos and classes will not exceed 25 hours in Tier I, 32 hours in Tier II, or 42 hours in Tier III.
- (g) After the first paid public performance, the total work week including performances, rehearsals, costume calls, photos, and classes will not exceed 15 hours in Tier I, 22 hours in Tier II, or 32 hours in Tier III.

6. BREAKS, REST PERIODS, AND DAYS OFF.

- (a) There will be a break of 1 and ½ hours from the end of one performance to the half hour call of the second performance. If there are less than 1 and ½ hours, the Producer will provide

the Actor with a choice of a hot or cold meal, at the Producer's expense. In no event will there be a rest period of less than 1 hour, exclusive of the half-hour call.

- (b) There must be a 5 minute break after 55 minutes; or a 10 minute break after 80 minutes of rehearsal time.
- (c) For a performance running less than 90 minutes, there shall be a break of ½ hour from the end of one performance to the half-hour call of the second performance.
- (d) There shall be no less than a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day.
- (e) Two scheduled full days off in each week, which need not be consecutive, are required under Tier 1, one scheduled full day off each week is required under Tiers II and III. (A full day off is one that is free of rehearsals, performances and/or teaching responsibilities and is 24 hours in addition to the 12 hours required at the end of each work day.)

7. OVERTIME.

Overtime is \$12 per ½ hour or part thereof. If the 12-hour rest period is invaded, overtime is \$20 per ½ hour or part thereof.

8. MEDIA: RECORDING & BROADCAST - LIMITED.

All Producers shall be bound to the media terms as set forth below. Producers may elect to opt-in to Rule 9 MEDIA: RECORDING & BROADCAST - EXPANDED for additional provisions.

- A. Except as provided below, there shall be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, videotaping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording") in whole or in part, of any production, including rehearsals, in which Actors are employed under the terms of this Agreement without the express permission of Equity and under terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 19 weeks after the production has closed.

Recordings may not be used for note sessions with Actors, as a replacement for rehearsals, or to discipline Actors.

- B. News & Community Affairs Programs. Subject to the conditions listed herein, a Recording may be made of the production for use on a newscast review or a feature story on the production contained within a news program, local public affairs program or magazine format programs:

1) During Rehearsal.

- a. Recording sessions shall not exceed 30 minutes of the regularly scheduled rehearsal.
- b. The Producer shall file a report with Equity giving the time utilized for the Recording sessions.
- c. The Producer may schedule up to three Recording sessions, and must have all programs do their Recording within those three sessions.
- d. Upon contemplation of Recording during rehearsal, the Producer shall make every reasonable effort to give the cast a 24-hour notice.
- e. If the time of the Recording is changed, the Producer shall notify the cast of such change.

2) At a Performance.

- a. Recording may be for only 30 minutes of footage.
- b. If possible, the cast shall be given 24 hours' notice.
- c. When cameras are going to Record, the cast shall be given notice at the half-hour call.
- d. No additional or altered lighting may be used. It is intended that in permitting such Recording, neither the Actor nor the audience shall be disturbed in any manner.

3) Additional footage.

- a. The Producer may Record interviews, backstage footage and other non-rehearsal/non-performance footage (together, "Additional Footage"), which must be voluntary.
- b. The Producer's intent is to show the Actor in the best possible light.
- c. The Actor's written permission is required at the time of Recording for costume fittings/changes and warm-ups. There may be no Recording of nudity.
- d. There is no time limit on the amount of Additional Footage.

4) Provisions Applicable to both Performance and Rehearsal.

- a. No more than three minutes of combined rehearsal/performance footage may be used in the news or community affairs program, within which, an entire scene or musical number may be shown.
- b. No payment shall be required provided no payments are made to any other personnel employed in the production.
- c. Should an Equity Stage Manager be on Contract, said Stage Manager is required at all Recording sessions.
- d. For any violation hereof other than violations of unauthorized subsequent use of the Recording, the Producer shall pay one week's contractual salary or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.

C. Advance News Recording. The Producer may Record Advance News footage, provided that Producer adheres strictly to all the terms and conditions of Rule 8 (B) above, in order to be able to supply footage to news and current affairs programs which cannot, for whatever reason, supply their own crews to take such footage. The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed. The Producer will be limited to one such Recording per production and remains liable for any claims resulting from any misuse of such footage.

D. Unless otherwise stated, for any unauthorized use of any Recorded material, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.

- E. Use of Footage After Expiration Date of Contract. Any footage produced under Rule 8 or 9 of this Agreement shall continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment shall so provide.

9. MEDIA: RECORDING & BROADCAST - EXPANDED.

All Producers shall be bound to the media terms as set forth in Rule 8 MEDIA: RECORDING & BROADCAST – LIMITED, but may choose to opt-in to this Rule 9 MEDIA: RECORDING & BROADCAST – EXPANDED for additional provisions. If a Producer opts-in to use the terms of this Rule, all Equity members in the production shall be paid a weekly salary increase of \$25 for the length of the contract beginning from the first day of rehearsal.

- A. Websites. Up to a total of five minutes of rehearsal and/or performance footage (which may depict an entire scene or musical number) may be used on websites of the Theatre or the individual production, including pages on third-party hosting sites, e.g., Facebook and YouTube. Use of rehearsal and/or performance footage on any other website shall require Equity's written permission. This does not preclude the Theatre from being linked on other websites.
- B. Recording for Fundraising, Grant, Award, or Prize Applications. In a not-for-profit theatre only, a Recording may be made for use by the Producer in fundraising, grant, award, or prize applications under the following terms and conditions:
- 1) All Recording must occur in accordance with Rule 8 (B).
 - 2) The Producer shall receive no compensation for the exhibition of any recording produced under the terms of this provision.
 - 3) The Producer shall provide Equity with the opportunity to view the completed recording.
 - 4) The Producer shall maintain control and ownership of all recordings and shall ensure that it is used for no commercial purpose whatsoever.
 - 5) The edited recording produced under the terms of this provision may include up to 25% of the production, but in no case more than 15 minutes total. Such edited footage may depict an entire scene or musical number.
 - 6) The provisions of this section are not intended to allow recording for the creation of television commercials or Public Service Announcements and these recordings may not be used in such commercials.
 - 7) If, at any time, the Producing Organization no longer operates as a Theatre, the recordings shall be turned over to Equity or a mutually acceptable archive within 30 days.
 - 8) For any violation hereof, the Producer shall pay one week's contractual salary or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.

C. Archive Recording. A Recording (hereafter "Archival Recording"), in whole or in part, of a production in which Equity members are employed under the terms of the Guest Artist Agreement, may be made for an archive maintained by the Theatre under the following terms and conditions:

- 1) A single Recording may be made for the purposes of the Archive, and shall not be loaned out or removed from the Theatre's premises without the written consent of Equity. The Archive Recording will not be considered for any purpose except as identified herein.
- 2) Recording shall take place during a regularly scheduled performance.
- 3) The Actor shall be advised as to the nature and purpose of such Recording. If there is nudity involved in the production, no Archival Recording can be made. The Theatre shall submit notice to Equity, in writing, that the Recording for an Archive will be made as soon as the date of the Recording is known, but in no event shall there be less than 48-hours' notice to the Actors.
- 4) Any rehearsal called to prepare for the Recording shall require overtime payment to the Actors called.
- 5) No person connected with the production shall receive special compensation for this Recording. Should any other participating union, such as the Musicians Union or the Stage Hands Union, receive compensation for its participation, then these conditions shall no longer apply and each Actor participating in this Archive Recording shall be paid no less than the applicable SAG/AFTRA rate.
- 6) The Theatre shall provide Equity with the opportunity to view the completed Recording upon request.
- 7) The Recording may be viewed by anyone employed by or connected artistically with the Theatre and by scholars, teachers, and students in and of the visual and performing arts and by Equity members.
- 8) If, at any time, the Producing Organization no longer operates as a Theatre, the recordings shall be turned over to Equity or a mutually acceptable archive within 30 days.
- 9) A Theatre wishing to house its archives in a facility not under direct control of the Theatre must petition Equity for consent.
- 10) The Theatre shall maintain control and ownership of the recording and will ensure that they are not used for any commercial purpose whatsoever. The Theatre shall also ensure that no copies of the recordings are made for any purpose whatsoever without the express written approval by Actors Equity and under the terms and conditions set by Equity.
- 11) Any violation of any part of Rule 9 (C) shall result in a payment of either two weeks' contractual salary or Two Thousand Dollars (\$2,000), whichever is greater, for each breach, to each Actor whose rights have been breached hereunder, plus whatever SAG or AFTRA rate may be due.

- D. For any unauthorized use of any Recorded material, the Producer shall pay no less than the applicable SAG or AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor whose rights have been breached hereunder.

10. CAST LIST.

If a cast list is provided, an asterisk (*) must appear beside the Actors name with a program note which states: "The Actor appears through the courtesy of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States."

11. COSTUMES AND DRESSING ROOMS.

- (a) Costumes. The Producer shall furnish Actors with all costumes, including wigs, hats, beards, hairpieces, tights and hose, and properly fitted footwear. Producer shall maintain said items at his expense, in a clean and sanitary condition.
- (b) Costume Rental. The Actor may, at his option, agree to use specified items from his personal wardrobe, with a rental agreement set forth on a rider to his contract. Equity shall be contacted for the appropriate terms, conditions and rider.
- (c) Dressing Room. The Actor shall be provided with a private dressing room if possible. The Actors dressing room must have toilet facilities or be within close proximity to toilet facilities.

12. HOUSING.

Mutually agreed-upon housing which must include a private bedroom shall be provided at no cost to the Actor, and a rider describing such housing shall be attached to the Actors contract. When an Actor with a disability is engaged, accommodations shall be provided as under Title I of the A.D.A.

13. TRANSPORTATION.

- (a) To the Theatre. The Producer must provide the Actor with round-trip transportation in the form of an airline or railroad ticket or cash at least three days before the Actors departure to the place of employment. All reasonable transportation costs, including but not limited to taxis, baggage handling and gratuities, must be paid by the Producer.
- (i) It shall be the Producer's obligation and responsibility to have the Actor met on his arrival in town or to instruct the Actor in advance where to go on arrival. The Producer shall make every attempt to provide transportation from the point of the Actor's arrival in town to his local residence.
- (ii) It is also helpful to provide the Actor with city maps and information about the city.
- (b) Local Transportation for Out-of-Town Actors. If housing is beyond a reasonable walking distance, local transportation will be provided to and from the theatre and rehearsal space. The Producer will provide round-trip transportation to shopping facilities twice a week at posted times. Said transportation shall be in a fully-insured vehicle, operated by a fully-licensed driver. One such trip will be to an area of diversified shopping, which includes a bonafide supermarket, pharmacy, laundromat and bank.

14. PUBLICITY.

Actors are not required to do publicity; however, the Actor may agree to do public relations with reasonable notice. Publicity may not include any performance of material from the production.

15. ACTOR'S PERSONAL BELONGINGS.

- (a) **Baggage.** The Actor will be responsible for transporting his personal baggage to and from the station from his residence and the Producer will reimburse the Actor in full for all reasonable expenses incurred, as set forth by the Actor. In addition, the Producer will reimburse the Actor for transportation of the Actor's trunk and baggage up to 300 pounds from his residence (including pickup from within his or her living quarters) to his lodging in the vicinity of the theatre and, upon termination of the engagement, for return to his residence (including delivery to within his living quarters). Receipts from such transportation costs must be presented.
- (b) **Restricted Access.** The Producer agrees to restrict public access to the Actor's dressing room and to provide facilities for safe keeping of the Actor's personal effects and valuables.
- (c) **Personal Valuables.** The Producer shall be liable for the loss of and damage to the Actor's personal effects and valuables subject to the limits indicated below, if the valuables have been given to the Producer or the Producer's agent for safe keeping. When the Producer requires the Actor to utilize his personal property in a production, the Producer shall be liable for the loss and/or damage to such property.
- (d) **Limited Liability.** Such liability shall be limited to: \$2,000 for the Actor's personal effects and/or clothing; up to limit or \$1,000 for the Actor's furs, coats and overcoats; up to \$1,000 for the Actor's jewelry, watch, and radio. The Producer shall not, however, be liable for any loss or damage to the Actor's property while said property is under the sole and exclusive control and supervision of the Actor.

16. TERMINATION.

- (a) **Before Rehearsals.** Prior to the beginning of rehearsals, this contract may be terminated as follows:
 - (i) By Actor giving the Producer written notice at least two weeks prior to the rehearsal date specified in this contract.
 - (ii) By the Producer giving the Actor written notice, at least two weeks prior to the rehearsal date specified on the contract and paying the Actor one week's salary multiplied by the number of weeks of any guarantee.
- (b) **During Rehearsal.** This contract may not be terminated during rehearsals except with the permission of Equity.
- (c) **After First Paid Public Performance.** Either party may terminate this contract by giving a 2-week notice in writing to the other. Termination will be effective at the end of 2 weeks after notice is given.

17. GENERAL PROVISIONS.

- (a) This contract will include by reference all items contained in the *Employing Actors and Stage Managers Under the Guest Artist Agreement* guidelines as an obligation and responsibility. All other rules will be mutually agreed to between the Producer and Equity. If the parties are unable to agree, Equity's decision will be final. Equity represents that it will make its decisions by reference to custom and usage in the industry as appropriate.
- (b) **Exclusive Bargaining Agent.** The Producer recognizes Equity as the exclusive collective bargaining agent for the Actor. Except as expressly stated herein or as set forth in the *Employing Actors and Stage Managers Under the Guest Artist Agreement* guidelines incorporated by reference herein, working conditions shall conform to rules which have been adopted by custom and usage in the professional theatre.

(c) Individual Signature Required. The Producer agrees that the execution of this contract binds not only the theatre, but also the individual signatory to this contract as well as any person under whose authority this contract is executed.

18. DISPUTES.

Any dispute arising under, out of, or in connection with employment here under, or in relation to this Agreement or any breach or asserted breach thereof, shall be determined and settled by arbitration, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Producer and Actors' Equity Association will be the sole parties to such proceeding. Any award rendered shall be final and binding. Any hearing or arbitration will be held in a location selected by Actors' Equity Association. The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer. The Producer must sign below and return this page to Equity before a Guest Artist Agreement with any actor can be contracted.

I, _____, Producer of the _____ Theatre/Producing Organization, have read and understand this agreement and agree to abide by each and every rule stated herein.

Producer

Date

Send to the **Guest Artist Department** of the appropriate Equity Regional Office.

Eastern Region
165 West 46th Street New York, NY 10036
(212) 869-8530
Fax: 212-719-9815

Central Region
557 West Randolph Street, Chicago, IL 60661
(312) 641-0393
Fax: 312-641-6365

Western Region
6755 Hollywood Blvd., 5th Floor, CA 90028
(323) 978-8080
Fax: 323-978-8081