

TheaterMidwest AGREEMENT

Designer/Production Personnel

This production agreement ("Agreement") entered into as of this 11/24 in the year 2019, **by and between** _____
(hereinafter "Designer/Production Personnel") and TheatreMidwest (hereinafter "Company") and its producer(s).

WITNESSETH:

WHEREAS, Company is producing a stage presentation of *Brilliant Traces* ("the Play") at the Viking Theatre (tech and performances) and Historic Valley Junction Foundation (rehearsals and meetings); and

WHEREAS, Company desires to employ Designer/PP to design production elements, Designer/PP accepts such employment to provide such services to Company pursuant to the terms and conditions of this Agreement.

INDEPENDENT CONTRACTOR—Both parties agree that Designer/PP is an independent contractor and is not an employee of Company. Therefore, Company does not provide coverage or deductions for state, federal or other programs. Designer/PP hereby releases and holds harmless the Company from any liability, claim, or responsibility thereof.

This is a contract for the **position**:

1. Services Provided. Designer/PP agrees to accept position/s as hired and to execute said role(s) as directed relative to the Play by Company and as established in duty lists, job descriptions, production meetings, rehearsals, work call sessions, and strike.

Rehearsals will commence on **11/13/19**. Production Work Call days will take place on **12/14/19** and/or **12/21/19**. Tech week begins on **12/29/19**. Strike will be on **1/12/2020**. Performances will be as follows: Preview night: **1/2/20**; Opening night: **1/3/20** Regular Run: (**1/3, 1/4, 1/10, 1/11 @ 7:30; 1/5, 1/12 @ 2:00**).

Run personnel will arrive at the theatre for performances a minimum of 1.5 hours before curtain unless otherwise designated. Any instances of impending delay must be conveyed to the STAGE MANAGER, HOUSE MANAGER and/or ASSOCIATE PRODUCER assigned to that performance immediately.

2. Conflicts. Designer/PP agrees to provide Company with notification prior to the commencement of rehearsals with regard to negotiated rehearsal conflicts that would prevent Designer/PP from attending specified called rehearsals or meetings.

3. More Remunerative Employment (MRE). Company agrees that Designer/PP may be excused from a reasonable number of rehearsals in the event of *temporary* MRE. MRE does not apply to agreed-upon run-throughs or production meetings, load in and build/hang commencing **12/29/19**, subsequent technical rehearsals, or on the strike date, **1/12/20**. MRE does not apply to performance dates for Running Personnel.

4. Additional Rehearsal Calls/Production Meetings. Company agrees to provide Designer a minimum of three days advanced notice in the event of the necessity to call a rehearsal or production meeting at a time not previously designated, notwithstanding and foregoing the necessity of flexibility with regard to tech week. Production Meetings and Design Due Dates are published online in shared Dropbox file and/or Google Drive File and/or website (theatremidwest.org.)

Note: these dates may change at the discretion of the Company for the efficient scheduling of personnel who are critical to the events.

5. Designer/PP has read and understood the additional documents regarding Codes of Conduct, Concern Resolution Path, and related materials, and agrees not to violate the policies contained therein throughout all meetings, rehearsals, performances, and communications. Violations of this agreement should be dealt with via the 3-tier resolution path. All claims will be investigated fully and may include consequences up to the termination of this agreement or legal notification if warranted.

6. Credit. Company agrees that Designer/PP's name will appear on pertinent publicity tools including but not limited to postcards and

bookmarkers, posters, lobby displays, print advertisements, website/s, and social media portals. Company agrees that, when pertinent, Designer/PP's biographical information will appear in published materials. Designer agrees to provide Company with a color headshot/individual photo and a biographical outline (or resume) as requested and in compliance with Company standards for such.

7. Personal Effects. Designer agrees that Company, Historic Valley Junction Foundation, Viking Theatre/Grand View University are not liable for the security of Designer's personal property or effects.

8. Notice. All notices and other communications given by a party under this Agreement shall be in writing and shall be deemed given when mailed first class or delivered by hand to the party at its address. Notwithstanding and foregoing, schedule changes and relative notifications will be posted by Company at a designated location within the rehearsal space, theatre, digital files or website, and via email.

9. Financial. Company shall keep an open financial book for the production that any member of the company can review. Insofar as possible, this will be available online. Company will allocate incoming monies related to the production in the following order: a) fixed expenses incurred in mounting the production, including (but not limited to) Royalties, Rentals, Technical/Design materials (Sets, Costumes, Etc.); b) Profit Sharing plan. Company shall divide the available funds by the total number of Shares to ascertain the value of each single share.

Each company member shall be allocated one or more Shares as set out in the Profit Sharing Plan based on individual combinations of Expertise, Work, and Time. Share assignment/s will be subject to amendment at the time of casting and following strike.

Within 14 days of receiving all final incoming payments, or closing/strike day, whichever comes later, Company will distribute monies-per-Share. Company shall retain its Share allocation to be used as it sees fit. Company may, at its sole discretion, allocate one or more of its own shares to others in order to enhance the quality of the project.

At the time of execution of this contract, Designer/PP is scheduled to receive ____ Shares, subject to amendment on or about closing/strike date.

10. Designated Tech Week and Strike. Load-in will commence **12/29/19** to which Designer/PP will report to the theatre as designated. Designer/PP agrees that tech week rehearsal calls are outside of the commonly designated rehearsal schedule, will be designated *as called*, and will include open ended calls as needed. Tech Weekend will be **12/29-12/30**; Dress Rehearsals will be **12/31-1/1**. Preview will take place on **1/2/20**. Strike will take place on **1/12/20** at a time to be determined. These dates may be changed upon the mutual agreement of the production team but must remain within the prescribed constraints dictated by **Viking Theatre/Grand View University**.

11. Post Show Talk Backs and Receptions. Company agrees that Designer/PP is not required to participate in or attend such, though may do so voluntarily.

12. Rehearsal Space. Company agrees that the rehearsal space will be maintained in a clean condition and that bathrooms and adequate cooling/heat will be available.

13. Additional Performances Within Run. Company agrees that any potential additional performances will be at the democratic discretion of Designer in conjunction with the cast.

14. Extension. Company agrees that any consideration of extension beyond the 1/12/20 closing will be discussed with Designer and mutually agreed upon in conjunction with the cast. It should be noted that any extension would necessitate a new venue.

15. Absences, Understudies, and Covers. Designer/PP agrees that should he/she be unable to execute any duties due to illness, Act of God, or disability, permanent or temporary replacement of Designer is at the discretion of Company. Designer agrees that all such notifications will be delivered to the Stage Manager within three hours of crew call/rehearsal/performance.

16. Budgets and Receipts. Designer/PP agrees to manage all designated budgets responsibly and to confer with Company in the event that there is any possibility of overruns and prior to such an event. Company agrees to reimburse Designer/PM for purchases/rentals personally incurred for the execution of the Play and within stipulated budgets, and per the established company process. Designer/PM agrees that all

items purchased with Company funds become the property of the Company. Company agrees that all items borrowed or rented from Designer will be returned as contracted and replaced if not in contracted condition at the conclusion of the contract.

17. Theatre Rental Space Regulations and Rules. Designer/PP agrees to abide by all regulations and rules as posted and otherwise disseminated by Historic Valley Junction Foundation and Viking Theatre/Grand View University staff and accepts all terms for fines regarding violations.

18. Likeness and Reproductions of Person or Creative Work: Company and Designer/PP agree that photos, videos, or any other likenesses or reproductions of the Designer/PP's person or work rendered for this project may be used by Company in perpetuity for legitimate marketing, decoration, or other communicative purposes. Designer/PP will not use likenesses that are not substantially of his/her own person or work, without express permission of Company.

19. Warranty. Designer/PP warrants that he/she is not under contract (and will not execute a contract) that might infringe upon his/her ability to fulfill the terms of this agreement.

20. Insurance. Company will maintain accident and liability insurance for the protection of the cast and crew.

21. Law Governing. This agreement shall in all respects be governed by the law of the State of Iowa applicable to contracts made and performed entirely within.

22. Exclusive Forum. The parties agree that the state courts and general jurisdiction of Polk County, the U.S. District court/s for Iowa, and the appropriate appellate courts shall have exclusive jurisdiction for the resolution of any and all conflicts arising under or relating to this Agreement.

23. Complimentary Tickets: In light of the Company's *Radical Hospitality* procedures, each company member will receive two complimentary tickets for use during any preview or performance. If space allows and the company member is not involved in the running of the show, he/she may use an available seat for him/herself. Any person who is *not a company member* may use the Radical Hospitality method for procuring tickets in the first-come, first-served manner. Company members cannot procure RH free tickets for anyone who is present or not present. See website information for details.

This Agreement (Riders attached as necessary, additional information referenced above) constitutes the full, complete, and entire Agreement between Designer/PP and Company and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof.

My signature confirms that I have read, understand, and agree with the following additional documents:

- General Expectations for Project Leadership
 - Job Description for the position listed above, first paragraph.
 - Sexual harassment policy.
 - Concern Resolution Path policy.
- (These are viewable at: <https://www.theatremidwest.org/backstage.html>)

In Witness Whereof, the parties do set their hand (Please Print on all lines except signature).

Designer/PP: (signature) _____

COMPANY: (signature) _____

Name Printed: _____

Name & Title Printed: _____

Address: _____

Address: _____

Phone #: _____ Date: _____

Date: _____

