

TheatreMidwest AGREEMENT

Fresh Produce Company Member

This production agreement ("Agreement") entered into as of this _____ day in the year 2019, by and between _____ (hereinafter "Company Member") and TheatreMidwest (hereinafter "Company") and its producer(s).

WITNESSETH:

WHEREAS, Company is producing a concert reading presentation of *Holy Days* ("the Reading") at Java Joe's 4th Street Theatre (tech and performances); and

WHEREAS, Company desires to employ Company Member to assist in managing specific aspects to execute production, Company Member accepts such employment to provide such services to Company pursuant to the terms and conditions of this Agreement.

INDEPENDENT CONTRACTOR—Both parties agree that Company Member 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. Company Member hereby releases and holds harmless the Company and any associated parties or venues from any liability, claim, or responsibility thereof.

This is a contract for the position: _____

1. Services Provided. Company Member agrees to accept positions as hired and to execute said role(s) as directed relative to the Play by Company and as established in production meetings, tech week, and strike.

Rehearsals begin on **10/17/2019**. Performance will be on **11/16/2019**

Company Member will arrive at the theatre for performances a minimum of 30 minutes before curtain unless otherwise designated. Any instances of impending delay must be conveyed to the STAGE MANAGER and/or DIRECTOR assigned to that performance immediately.

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

3. More Remunerative Employment (MRE). Company agrees that Company Member may be excused from a reasonable number of rehearsals in the event of *temporary* MRE. MRE does not apply to the performance date, **11/16/2019**.

4. Additional Rehearsal Calls/Meetings. Company agrees to provide Company Member a minimum of three days advance notice in the event of the necessity to call a rehearsal or meeting at a time not previously designated, notwithstanding and foregoing the necessity of flexibility with regard to performance day.

5. Company Member 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 Company Member's name will appear on primary publicity tools including but not limited to postcards and bookmarkers, and may appear in posters, lobby displays, and online and/or print advertisements.

7. Personal Effects. Company Member agrees that Company, Java Joe's 4th Street Theater, and Historic Valley Junction Foundation

are not liable for the security of Company Member'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. **Because this Fresh Produce Reading is not a revenue-producing project, "final incoming payments" may not be determined until the closing of Brilliant Traces production in mid-January, 2020.**

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, Company Member is scheduled to receive ___ Share/s, subject to amendment on or about closing/strike date.

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

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

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

13. Extension. Company agrees that any consideration of extension beyond the **11/16/2019** closing will be discussed with Company Member and mutually agreed upon in conjunction with the cast. It should be noted that any extension may necessitate a new venue.

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

15. Budgets and Receipts. Company Member agrees to manage all designated budgets responsibly (if applicable) and to confer with Company in the event that there is **any possibility of overruns and prior to such an event.** Company Member agrees to provide Company **no later than the conclusion of last performance** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. Company agrees to reimburse Company Member for purchases/rentals personally incurred for the execution of the Reading and within stipulated budgets. Company Member agrees that all items purchased with Company funds become the property of the Company. Company agrees that all items borrowed or rented from Company Member will be returned as

contracted and replaced if not in contracted condition at the conclusion of the contract.

16. Theatre Rental Space Regulations and Rules. Company Member agrees to abide by all regulations and rules as posted and otherwise disseminated by Java Joe’s 4th Street Theater and Historic Valley Junction Foundation staff and accepts all terms for fines regarding violations.

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

18. Warranty. Company Member warrants that he/she is not under contract (and will not execute a contract) that might infringe upon their ability to fulfill the terms of this agreement.

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

20. 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.

21. 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.

This Agreement (Riders attached if necessary) constitutes the full, complete, and entire Agreement between Company Member and Company and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof.

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

COMPANY MEMBER (signature)

Address: _____

Date: _____

COMPANY (signature)

Title: _____

Address: _____

Date: _____

