RIDER AFFECTING ACTORS' EQUITY ASSOCIATION STANDARD LOA CONTRACT FOR DRAMATIC PRODUCTIONS by and between John Smith (Actor) and Triad Stage, dated August 28th, 2018, for the Triad Stage production of A Midsummer Night's Dream (Play).

All Provisions of this Contract shall remain in effect as written, except as noted below.

IMPORTANT DATES:

1st Rehearsal:
Designer Run:
October 2nd, 2018
October 21st, 2018
First Tech:
October 23rd, 2018
First Preview:
October 28th, 2018
Opening:
November 2nd, 2018
November 18th, 2018

A) <u>Assignments</u>. Actor agrees to fulfill up to four (4) job assignments (excluding "bit parts") in the production of the Play including but not limited to the specified assignments, if any, listed below. Assignments not specified may include understudy roles, musical parts assignments, or other assignments as determined by management.

<u>Production</u>
A Midsummer Night's Dream

Job Assignment
Oberon, Theseus

- B) <u>Contract Returned Signed.</u> Actor is hereby given notice that unless this Contract is signed by Actor and received by Triad Stage within ten (10) business days of receipt hereof by Actor or his/her agent, the theater may, at its option, declare this Contract null and void.
- C) <u>Compensation</u>. The Actor's weekly salary shall be six hundred and sixty-three dollars (\$663.00). Checks will be available every Thursday after 2pm. If Actor wishes to enroll in Direct Deposit, please enclose a voided check.
- D) Salary to Include Part Payments and Payments for Additional Duties, Additional Assignments, Understudying, Etc. Actor understands and agrees that the salary listed on the face of his/her Contract includes any musical parts payments, additional duties payments, additional assignments payments, understudy payments, dance captain payments, fight captain payments, etc. Should the total of said required payments exceed the salary listed on the face of the Contract, Actor's salary shall be increased by that amount.
- **E) Pro-Rated Pay.** Triad Stage, if applicable, agrees to pay the Actor a pro-rated salary for rehearsals and/or performances as outlined in Rule 55(A).
- F) Conflicts/More Remunerative Employment. Actor affirms that he/she is not currently under any contract which may conflict with or infringe upon this Contract (see LOA Rule 6).

- **G)** <u>Billing</u>. Actors will be billed in alphabetical order, in order of appearance or in order of speaking.
- H) <u>Biography and Photographs.</u> Actor shall submit a recent photograph and up-to-date biographical information to <u>marketing@triadstage.org</u> by October 2nd, 2018.
- Travel to and from Theatre for Actor's Engagement. Triad Stage agrees to provide Actor with one (1) round-trip coach between New York, NY, or a city mutually agreed upon, to Greensboro, NC. If the Actor makes any change without the permission of Triad Stage, and such results in the imposition of a higher fare, Actor shall bear such additional expense. Triad Stage agrees to reimburse Actor for documented ground transportation expenses to and from the airport and the Actor's place of dwelling for one trip. If Actor chooses to make his/her own travel arrangements, Triad Stage agrees to provide Actor with a sum not to exceed three hundred and fifty dollars (\$350.00).
- J) Room No Cost To Actor. Triad Stage agrees to provide housing at no cost to Actor. Such housing shall consist of a private one bedroom/bathroom in a private apartment with kitchen. Actor will also have access to Wi-Fi, cable TV, as well as a gym.
- K) Room/Damage by Actor. Actor shall be responsible for the care of such housing, and also be responsible for any damages to the housing caused during his/her residence. Actor agrees to abide by any customary rules and regulations imposed by Triad Stage, landlord or housing authorities.
- L) <u>Local Transportation</u>. Triad Stage shall furnish Actor with a vehicle which Actor will share with other guest artists of Triad Stage. Such vehicle is provided for local use only, and may not be taken beyond a fifty (50) mile radius of Triad Stage without prior permission from management. Actor is responsible for all gasoline expenses, all parking permits, tickets, and traffic citations issued while vehicle is in Actor's possession. Actor hereby certifies that he/she has a valid U.S. driver's license or agrees that if he/she does not have a valid license, Actor shall not operate car.
- M) Reimbursements. All expense reimbursement requests payable under this Contract shall be submitted as soon as possible, but no later than thirty (30) calendar days after the last performance of Play. Requests for reimbursement must be submitted with ORIGINALS of all applicable receipts attached. If reimbursement receipts are submitted by mail, the postmark must be no later than thirty (30) days after the date of the final performance of Play. Requests for Reimbursement submitted after the thirtieth day following the final performance of Play will not be paid.
- **N)** Stage Combat. If required by the Director for the purposes of this production, Actor agrees to engage in stage combat.

- O) <u>Hair.</u> Actor agrees to alter hairstyle (including length and color, if required) and facial hair for the duration of the Contract, as required by Triad Stage. Any alteration and subsequent maintenance thereof shall be provided by Triad Stage and at Triad Stage's sole expense. Triad Stage further agrees to restore hair color to the extent possible at the end of Actor's engagement.
- P) Rehearsal/Performance Schedule. Actor's regular rehearsal and performance schedule will be distributed to the Actor on the first day of rehearsal. Hours may be changed at the sole discretion of the director with no less than twelve (12) hours' notice.
- Q) Publicity for Production, Season, and/or Triad Stage. As provided for in Rule 50(D), Actor shall agree to pose for customary and usual photographs and to the use of his/her name and likeness by Triad Stage to publicize, promote, and advertise the production, season and/or Triad Stage. Triad Stage may request Actor to make himself/herself available, at reasonable times, for interview and promotional events in connection with the production. Actor agrees to perform in, or to permit the use of photographs in, television or radio commercials to promote Play if requested to do so by Triad Stage, and Actor agrees to accept applicable SAG or AFTRA minimum compensation for said commercials.
- **R)** <u>Microphones.</u> Actor shall agree to the use of microphones or other electronic equipment for the purpose of sound amplification should Triad Stage deem such equipment necessary.
- S) Recording of Performance. Actor agrees to record, tape or film any portion of his/her performance as requested by Triad Stage, so long as such recording and/or photography is used while he/she is under contract to Triad Stage and is part of A Midsummer Night's Dream. Triad Stage guarantees that no other use of such recording/ photography, other than as an integral part of A Midsummer Night's Dream, will be made (see Rule 49).
- T) Additional Recordings. Actor agrees to allow Triad Stage to create an archival recording so far as the following conditions are met. As provided for in LOA Rule 15(F) the archival recording may be permitted with the express written permission of Equity and under such terms as Equity may establish. The recording shall be used solely for the use of the theatre for public relations, fundraising, marketing or civic promotions purposes (which use does not include radio or television commercials). The theatre shall receive no compensation for the use of this recording or any part thereof. The theatre shall maintain control of all material reproduced and will ensure that it is not used for any commercial purposes whatsoever. In addition, Actor agrees to allow Triad Stage to make an audio recording for sign-interpretation use so far as such recording is destroyed once such use has been fulfilled.
- **U)** <u>Valuables.</u> Triad Stage shall not be responsible for the security of Actor's personal property or affects whether on the premises of Triad Stage or in

housing provided when such personal property or affects are not used in connection with Play. Such personal property or affects may include, but are not limited to; TV, tape player, radio, camera, DVD, CD player and computer owned by Actor. Furthermore, if Triad Stage provides facilities for the safekeeping of Actor's personal property or affects and Actor chooses not to deposit such personal property or affects with the Stage Manager for safekeeping (or other employee of Triad Stage designated to be responsible for such safekeeping), Triad Stage shall not be responsible for its security.

- V) Comp Ticket Policy. Staff/Company members are allowed a total of three (3) complimentary tickets during the first two weeks of a show. Opening night complimentary tickets will be available on a stand-by basis only. Comp tickets must be requested via a complimentary ticket voucher which will be given to all staff/company members at the beginning of each production. Guaranteed tickets for Opening Night and all other performances may be purchased at 50% off the full ticket price. The 50% off ticket price offer is non-transferable and must be paid for at time of request. 50% off tickets may be purchased in person or by phone through the box office or by completing the staff/company ticket request from (copies located on the callboard). All requests are subject to availability and must be requested at least 48 hours in advance.
- W) <u>Six-Hour Rehearsal Block.</u> The six-hour rehearsal block option may be used in this production as outlined in Rule 50(C)[2].
- X) <u>Agent's Commission.</u> Triad Stage agrees to pay an amount equal to ten percent (10%) of Actor's weekly contractual salary as commission to Actor's agent. Ten percent (10%) of payment of such commission shall be made to the order of and mailed at the end of the production directly to:

AGREED AND ACCEP	TED:		
Richard Whittington Managing Director	Date	John Smith	Date