

***(Your Producing Company)* AGREEMENT
Actor**

This production agreement (“Agreement”) entered into as of this **(DATE)** in the year 20____, by and between (Print your Name) _____ (hereinafter “Actor”) and **(YOUR PRODUCTION COMPANY)** (hereinafter “Company”) and its producer(s).

WITNESSETH:

WHEREAS, Company is producing a stage presentation of **(NAME OF PLAY)** (“the Play”) at the **(THEATRE NAME)**, Chicago Illinois; and

WHEREAS, Company desires to employ Actor to provide such services to Company pursuant to the terms and conditions of this Agreement:

1. Services Provided. Actor 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, rehearsals, and strike.

Rehearsals will commence on (DATE).

Tech week begins on **(DATE)**. **Strike** will be on **(DATE)**. **Performances will be as follows:**

Preview night: (fill in) **Opening night:** (fill in) **Regular Run:** (fill in days, dates, times)

Run personnel will arrive at the theatre for performances a minimum of 1 hour before curtain unless otherwise designated. Actors are required to arrive by half hour at the latest and may arrive up to 1 hour before curtain. Any special pre-performance rehearsals will necessitate specified pre-curtain calls as designated. Any instances of impending delay must be conveyed immediately to the STAGE MANAGER assigned to that performance.

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

3. More Remunerative Employment (MRE). Company agrees that Actor 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 technical/dress rehearsals, preview, run of play, or on the strike date, **(DATE)**.

4. Additional Rehearsal Calls/Production Meetings. Company agrees to provide Actor a minimum of three days advanced notice in the event of the necessity to call a rehearsal at a time not previously designated, notwithstanding and foregoing the necessity of flexibility with regard to tech week.

5. Actor has read and understood the Chicago Code of Conduct and agrees not to violate the said code throughout all meetings, rehearsals, performances, and communications. Violations of this agreement should be reported to the Production Manager who will bring it to the attention of the Artistic and Managing Directors. 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 Actor’s name will appear on primary publicity tools including but not limited to postcards and bookmarkers, and may appear in posters, lobby displays, and print advertisements. Company agrees that Actor’s biography will appear in the program. Actor agrees to provide Company with an electronic headshot and a **(FILL IN NUMBER OF WORDS)** word or less biography as requested and in compliance with Company standards for such.

7. Personal Effects. Actor agrees that Company, **(FILL IN RENTAL SPACE NAME)** are not liable for the security of Actor’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, and e-mail.

9. Compensation. Company agrees that Actor will be paid a minimum of but not limited to (FILL IN AMOUNT) at the conclusion of the run of the Play **(OR FILL IN TERMS)**.

10. Dates of Agreement. Actor agrees to undertake agreed upon management duties for the Play commencing (DATE) through (DATE) and to execute agreed upon duties relative to the running of the Play: (Preview) (FILL IN DATE) through (Strike) (FILL IN DATE).

11. Designated Tech Week and Strike. Load-in will commence (FILL IN DATE). Actor 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 but not exceeding a 12 hour call. Tech Weekend will be (FILL IN DATE); Dress Rehearsal will be (FILL IN DATE); invited dress rehearsals will be (FILL IN DATE). Preview will take place on (FILL IN DATE). Actor agrees to attend Strike, which will take place on (FILL IN DATE) 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 (FILL IN RENTAL SPACE NAME).

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

13. 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.

14. Additional Performances Within Run. Company agrees that any potential additional performances will be at the democratic discretion of Actor in conjunction with the production team.

15. Extension. Company agrees that any consideration of extension beyond the (FILL IN DATE) closing will be discussed with Actor and mutually agreed upon in conjunction with the production team. It should be noted that any extension would necessitate a new venue.

16. Absences, Understudies, and Covers. Actor agrees that should he/she be unable to execute any duties due to illness, Act of God, or disability, permanent or temporary replacement of Actor is at the discretion of Company. Actor agrees that all such notifications will be delivered to the Stage Manager within three hours of rehearsal/performance. Actor acknowledges that no understudies will be used for this production.

17. Budgets and Receipts. Actor may make personal purchases related to the play for agreed upon items for which Company will reimburse Actor. Actor 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**. Actor agrees to provide Company by **the conclusion of strike** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. Actor agrees that no reimbursement will be forthcoming if Company is not provided a receipt. Actor agrees that all items purchased with Company funds become the property of the Company. Company agrees that all items borrowed or rented from Actor will be returned as contracted and replaced if not in contracted condition at the conclusion of the contract. Sales tax reimbursement according to 501 ©(3) status.

18. Theatre Rental Space Regulations and Rules. Actor agrees to abide by all regulations and rules as posted and otherwise disseminated by (FILL IN THEATRE OR THEATRE RENTAL SPACE) staff and accepts all terms for fines regarding violations.

19. Warranty. Actor 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 significant accident and liability insurance underwritten by

(Insert Insurance Company Name) 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 Illinois applicable to contracts made and performed entirely within.

22. Exclusive Forum. The parties agree that the state courts and general jurisdiction of Cook County, the U.S. District court for Chicago, 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 Actor 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).

Actor:(signature)_____

Address: _____

Date: _____

COMPANY: (signature)_____

Title: _____

Address: _____

Date: _____