

(Your Producing Company) AGREEMENT Designer/Production Manager

This production agreement (“Agreement”) entered into as of this (DATE) in the year 20____, by and between (Print your Name) _____ (hereinafter “Designer/Production Manager”) 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 Designer/PM to design production elements, Designer/PM accepts such employment to provide such services to Company pursuant to the terms and conditions of this Agreement:

1. Services Provided. Designer/PM 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. Any instances of impending delay must be conveyed to the STAGE MANAGER, HOUSE MANAGER and/or PRODUCTION STAGE MANAGER assigned to that performance immediately.

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

3. More Remunerative Employment (MRE). Company agrees that Designer/PM 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 **(DATE)**, subsequent technical rehearsals, or on the strike date, **(DATE)**. 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 as follows:

(DATE): Production Meeting—Preliminary Designs Due

(DATE): Production Meeting—Final Designs Due

(DATE): Production Meeting—*All production personnel*

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

5. Designer 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 Designer'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 Designer's biography will appear in the program. Designer agrees to provide Company with a **(FILL IN NUMBER OF WORDS)** or less biography as requested and in compliance with Company standards for such.

7. Personal Effects. Designer agrees that Company, **(FILL IN RENTAL SPACE NAME)** 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 and the theatre and on email.

9. Stipend. Company agrees that the Designer 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. Designer 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)** to which Designer will report to the theatre as designated. Designer 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 **(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)**. Strike 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 Designer 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 Designer in conjunction with the cast.

15. Extension. Company agrees that any consideration of extension beyond the **(FILL IN DATE)** 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.

16. Absences, Understudies, and Covers. Designer 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.

17. Budgets and Receipts. Designer 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**. Designer agrees to provide Company at **the conclusion of strike** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. Company agrees to reimburse Designer/PM for purchases/rentals personally incurred for the execution of the Play and within stipulated budgets. 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.

18. Theatre Rental Space Regulations and Rules. Designer/PM 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. Designer/PM 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 Designer/PM 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).

Designer/PM:(signature) _____

Address: _____

Date: _____

COMPANY: (signature) _____

Title: _____

Address: _____

Date: _____