

Entropy Theatre AGREEMENT Actor

This production agreement (“Agreement”) entered into as of _____ (Print today’s date) in the year **YEAR**, by and between (Print your Name) _____ (hereinafter “Actor”) and Entropy Theatre (hereinafter “Company”) and its producer(s).

WITNESSETH:

WHEREAS, Company is producing a stage presentation of **PLAY TITLE** (“the Play”) in the **THEATRE NAME**; 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 **FIRST REHEARSAL DATE**

Tech week begins on **FIRST TECH REHEARSAL DATE**

Strike will be on **STRIKE DATE**

Performances will be as follows:

Opening night: **OPENING NIGHT**

Regular Run: **RUN DATES**

Run personnel will arrive at the theatre for performances a minimum of 1.5 hours before curtain unless otherwise designated. Actors are required to arrive by one hour before curtain at the latest and may arrive up to 1.5 hours 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. Independent Contractor. This agreement does not create an employee-employer relationship between the Company and the Actor. It is the parties’ intention that the Actor will be an independent contractor and not the Company’s employee. The relationship between the Actor and the Company shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

3. Conflicts. Actor agrees to provide Company with notification as early as possible with regard to conflicts that would prevent Actor from attending called rehearsals or meetings.

4. More Remunerative Employment (MRE). Company agrees that Actor may be excused from a reasonable number of rehearsals in the event of MRE. MRE does *not* apply to agreed upon run-throughs or technical/dress rehearsals, preview, run of play, or on the strike date.

5. Termination of Contract. Should the Actor choose to terminate this contract for any reason, the Company will not retaliate against the Actor by discriminating against them in future casting or by any other means, as long as the Actor provides the Company with verbal or emailed notice of the termination of the contract.

6. 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. If the director is designating an additional rehearsal, both the date and location will be mutually agreed upon with the cast and stage manager.

7. Cast Representative. During this production, the cast will be represented by a democratically appointed Cast Representative, who will attend production meetings, be included on production communications, and act as a voice for the cast whenever necessary. If an Actor is elected to this position and consents to the appointment, they will be provided with an addendum for this contract that spells out their additional duties.

8. Group Agreements. At the first rehearsal, the artists involved on the project will create a group agreement for expected behavior during the production process, and all artists will be expected to abide by this group agreement.

9. Anti-Harassment Policy. Actor has read and understood the Entropy Anti-Harassment Policy and agrees not to violate said policy throughout all meetings, rehearsals, performances, and communications. Violations of this policy should be reported to any Entropy Company Member, who will bring it to the attention of all other Company Members, unless there is a conflict of interest. All claims will be investigated fully, and may include consequences up to the termination of this agreement or legal notification if warranted.

10. Credit. Company agrees that Actor's name may appear on publicity materials including but not limited to posters, lobby displays, and print advertisements. Company agrees that Actor's biography will appear in the program, should the Company choose to create a program for the given production. Company may request materials such as headshot and biography, and these may be used in marketing materials with Actor's consent. If an Actor does not have a headshot and the Company would like to use one in marketing materials, the Company will work with the Actor to have one taken, at no cost to the Actor.

11. Personal Effects. Actor agrees that Company and the **THEATRE NAME** are not liable for the security of Actor's personal property or effects, with the exception of personal property or effects provided to be used as props in the Play.

12. Notice. All notices and other communications given by a party under this Agreement shall be in writing and shall be deemed given when emailed to the party at their email address, or 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 theatre during tech week, and e-mailed during the rehearsal period prior to **FIRST DAY OF TECH**.

13. Compensation. Company agrees that Actor will be paid a minimum of but not limited to **STIPEND AMOUNT** at the conclusion of the run of the Play.

14. Dates of Agreement. Actor agrees to undertake agreed upon duties for the Play commencing **FIRST DAY OF REHEARSAL** through **LAST DAY OF REHEARSAL** and to execute agreed upon duties relative to the running of the Play: **OPENING NIGHT** through **CLOSING NIGHT**.

15. Designated Tech Week. Load-in will commence **FIRST DAY OF TECH**. 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 6 hour call. Tech Rehearsals will be **TECH WEEK**; Dress Rehearsal will be **DRESS REHEARSAL DATE**. These dates may be changed upon the mutual agreement of the production team, but must remain within the prescribed constraints dictated by the **THEATRE NAME**.

16. Strike. Actor agrees to attend Strike, which will take place on **STRIKE DATE** at a time to be determined. The Company will not keep the Actor longer than **X** hours and will only require the Actor to strike their own items. These dates may be changed upon the mutual agreement of the production team, but must remain within the prescribed constraints dictated by the **THEATRE NAME**.

17. Marketing and Fundraising Events. Company will never require Actor to participate in or attend any events primarily held to generate publicity or funding for the Company or the Play, although Actor may choose to do so voluntarily. These events include, but are not limited to, post-show talk backs and receptions, interviews, marketing performances, and fundraising performances.

18. Marketing and Fundraising Activities. Company will never require Actor to engage in activities that constitute marketing or fundraising for the Play, although Actor may choose to do so voluntarily. These activities include, but are not limited to, selling tickets, hanging posters, and advertising on social media.

19. 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. Company will also ensure that rehearsal space will be accessible to all artists. Please see the Entropy Physical Space Standards for more info.

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

21. Extension. Company agrees that any consideration of extension beyond the **CLOSING NIGHT** closing will be discussed with Actor and mutually agreed upon in conjunction with the production team.

22. Absences, Understudies, and Covers. Actor agrees that should they be unable to execute any duties due to illness, incident, 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 at least three hours prior to rehearsal/performance.

23. 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.

24. Theatre Rental Space Regulations and Rules. Actor agrees to abide by all regulations and rules as posted and otherwise disseminated by **THEATRE NAME** staff and accepts all terms for fines regarding violations.

25. Warranty. Actor warrants that they are not under contract (and will not execute a contract) that might infringe upon their ability to fulfill the terms of this agreement.

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

27. Exclusive Forum. The parties agree that the state courts and general jurisdiction Suffolk County, the U.S. District court for Boston, 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) _____

Actor: (print name) _____

Address: _____

Email Address: _____

Phone Number: _____

Date: _____

COMPANY: (signature) _____

COMPANY: (print name) _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Date: _____