

# Entropy Theatre AGREEMENT

## XXX Designer

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

### WITNESSETH:

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

WHEREAS, Company desires to employ Designer to design **XXX** for the Play, Designer accepts such employment to provide such services to Company pursuant to the terms and conditions of this Agreement:

**1. Services Provided.** Designer 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**. Designer is not expected to attend rehearsals, with the exception of scheduled design runs and tech rehearsals as needed.

#### Performances will be as follows:

Opening night: **OPENING NIGHT**

Regular Run: **RUN DATES**

**2. Independent Contractor.** This agreement does not create an employee-employer relationship between the Company and the Designer. It is the parties’ intention that the Designer will be an independent contractor and not the company’s employee. Designer will retain sole and absolute discretion and judgement in the manner and means of carrying out Designer activities and responsibilities hereunder. Designer agrees that Designer’s business is a separate and independent enterprise from that of the Company, and that Designer has a full opportunity to find other business. Designer does not have the authority to enter into a contract on behalf of the Company or otherwise bind the Company to any agreement unless expressly authorized in writing to do so, and the Company will not be liable for any obligation incurred under the designer.

**3. Conflicts.** Designer agrees to provide Company with notification as early as possible with regard to conflicts that would prevent Designer from attending scheduled production meetings, design runs, or tech rehearsals.

**4. Production Meetings.** Company agrees to provide Designer a minimum of three days advance notice in the event of the necessity to call a production meeting at a time not previously designated, notwithstanding and foregoing the necessity of flexibility with regard to tech week.

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

**6. 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.

**7. Anti-Harassment Policy.** Designer 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.

**8. Credit.** Company agrees that Designer's name may appear in publicity materials including but not limited to posters, lobby displays, and print advertisements. Company agrees that Designer'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 a biography, and these may be used in marketing materials with Designer's consent. Whenever possible, Designer will be credited in production photos.

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

**10. 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**.

**11. Compensation.** Company agrees that Designer will be paid a minimum of but not limited to **STIPEND VALUE** at the conclusion of the run of the Play.

**12. Dates of Agreement.** Designer agrees to undertake agreed upon design duties for the Play commencing **REHEARSAL START** through **REHEARSAL END** and to execute agreed upon duties relative to the running of the Play: **OPENING NIGHT** through **CLOSING NIGHT**.

#### **SPECIFIC DEADLINES PERTAINING TO DESIGNER**

**13. Designated Tech Week.** Load-in will commence **FIRST DAY OF TECH** to which Designer will report to the theatre as designated. 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**.

**14. Strike.** Designer agrees to attend Strike, which will take place on **STRIKE 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 the **THEATRE NAME**.

**15. Marketing and Fundraising Events.** Company will never require Designer to participate in or attend any events primarily held to generate publicity or funding for the Company or the Play, although Designer 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.

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

**17. Copyright.** The Copyright to the design shall belong to the Designer as their sole property.

**18. 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.

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

**20. Extension.** Company agrees that any consideration of extension beyond the **CLOSING NIGHT** closing will be discussed with Designer and mutually agreed upon in conjunction with the cast. It should be noted that any extension may necessitate a new venue.

**21. Further Use of Design.** If the Play is extended beyond the dates of the original run set out in the Agreement, transferred, revived, re-staged, re-produced, or adapted for other media, whether by the Company, as a co-presentation, or by a third party, the presenting parties shall negotiate an agreement with the Designer in good faith for the use of the Designer's work; the Designer shall be entitled to a royalty and/or usage fee commensurate with the scale of the extension, transfer, revival, re-staging, re-production or adaptation; the Company and presenting parties shall consult with the Designer to ensure the faithful implementation of the design; and the Designer will be offered the first refusal to supervise the re-creation and/or adaptation of their work for a fee to be negotiated in good faith. If the Designer is unable to supervise the recreation and/or adaptation of their work in person, a suitable deputy will be contracted by the presenting parties, subject to the Designer's approval and direction. The contracting of any such deputy will not reduce the Designer's royalty and/or usage fee.

**22. Absences, Understudies, and Covers.** Designer agrees that should they 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 Producer and the Stage Manager at least three hours prior to rehearsal/performance.

**23. 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. Designer agrees that no reimbursement will be forthcoming if Company is not provided a receipt. Company agrees to reimburse Designer for purchases/rentals personally incurred for the execution of the Play and within stipulated budgets.

Designer 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. The Company shall provide the Designer with a written budget for XXX design within five (5) working days of the first rehearsal. The Company shall advise the Designer of any changes to the budget as soon as possible, in no event later than the placement of any equipment rental or consumable purchase order.

**24. Theatre Rental Space Regulations and Rules.** Designer 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.** Designer 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. Non-Exclusivity.** Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Designer to a) provide design, consulting, or other services of any kind or nature whatsoever to any person or entity as Designer in its sole discretion deems appropriate or b) develop for itself, or for others, materials that are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to the design or designs produced.

**27. 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.

**28. Exclusive Forum.** The parties agree that the state courts and general jurisdiction of 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 Designer 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: (signature)** \_\_\_\_\_

**Designer: (print name)** \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY: (signature)** \_\_\_\_\_

**COMPANY: (print name)** \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_