

# Entropy Theatre AGREEMENT

## XXX Director

This production agreement (“Agreement”) entered into as of \_\_\_\_\_ (Print today’s date) in the year **YEAR**, by and between (Print your Name) \_\_\_\_\_ (hereinafter “Director”) 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 Director to **XXX** direct the Play, Director accepts such employment to provide such services to Company pursuant to the terms and conditions of this Agreement:

**1. Services Provided.** Director 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**.

**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 Director. It is the parties’ intention that the Director will be an independent contractor and not the Company’s employee. The relationship between the Director 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.** Director agrees to provide Company with notification as early as possible with regard to conflicts that would prevent Director from attending called rehearsals or meetings.

**4. Production Meetings.** Company agrees to provide Director 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 Director choose to terminate this contract for any reason, the Company will not retaliate against the Director by discriminating against them in future hiring or by any other means, as long as the Director 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.** Director 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. Training.** The Company requires that the Director complete an implicit bias training and a bystander intervention training before the casting process begins if they have not already completed such trainings within the past year. The Company will provide the Director with the resources necessary to complete these trainings.

**9. Credit.** Company agrees that Director's name may appear in publicity materials including but not limited to posters, lobby displays, and print advertisements. Company agrees that Director'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 Director's consent.

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

**11. 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.

**12. Compensation.** Company agrees that Director will be paid a minimum of but not limited to **STIPEND VALUE** on opening night.

**13. Dates of Agreement.** Director agrees to undertake agreed upon direction 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**.

**14. Designated Tech Week.** Load-in will commence **FIRST NIGHT OF TECH** to which Director will report to the theatre as designated. Director 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**.

**15. Marketing and Fundraising Events.** Company will never require Director to participate in or attend any events primarily held to generate publicity or funding for the Company or the Play, although Director 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 Director to engage in activities that constitute marketing or fundraising for the Play, although Director may choose to do so voluntarily. These activities include, but are not limited to, selling tickets, hanging posters, and advertising on social media.

**17. 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.

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

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

**20. Absences, Understudies, and Covers.** Director agrees that should they be unable to execute any duties due to illness, Act of God, or disability, permanent or temporary replacement of Director is at the discretion of Company. Director agrees that all such notifications will be delivered to the Producer and the Stage Manager at least three hours prior to rehearsal/performance.

**21. Budgets and Receipts.** Director 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**. Director agrees to provide Company at **the conclusion of strike** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. Director agrees that no reimbursement will be forthcoming if Company is not provided a receipt. Company agrees to reimburse Director for purchases/rentals personally incurred for the execution of the Play and within stipulated budgets. Director agrees that all items purchased with Company funds become the property of the Company. Company agrees that all items borrowed or rented from Director will be returned as contracted and replaced if not in contracted condition at the conclusion of the contract.

**22. Theatre Rental Space Regulations and Rules.** Director 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.

**23. Warranty.** Director 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.

**24. 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.

**25. 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 Director 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).

**Director: (signature)** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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