

# Entropy Theatre AGREEMENT

## Stage Manager

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

**1. Services Provided.** SM 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 PRODUCTION MANAGER assigned to that performance.

**2. Independent Contractor.** This agreement does not create an employee-employer relationship between the Company and the SM. It is the parties’ intention that the SM will be an independent contractor and not the Company’s employee. The relationship between the SM 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.** SM agrees to provide Company with notification as early as possible with regard to conflicts that would prevent SM from attending called rehearsals or meetings.

**4. More Remunerative Employment (MRE).** Company agrees that SM 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.

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

**6. Additional Rehearsal Calls/Production Meetings.** Company agrees to provide SM 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. 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.

**8. Anti-Harassment Policy.** SM 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.

**9. Training.** The Company requires that the SM 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 SM with the resources necessary to complete these trainings.

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

**11. Personal Effects.** SM agrees that Company, and **THEATRE NAME** are not liable for the security of SM'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 SM 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.** SM agrees to undertake agreed upon management 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**. SM 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.** SM agrees to attend Strike, which will take place on **STRIKE DATE** at a time to be determined. The Company will not keep the SM longer than **X** hours. 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 SM to participate in or attend any events primarily held to generate publicity or funding for the Company or the Play, although SM 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 SM to engage in activities that constitute marketing or fundraising for the Play, although SM 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 SM in conjunction with the production team.

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

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

**23. Budgets and Receipts.** SM may make personal purchases related to the play for agreed upon items for which Company will reimburse SM. SM 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**. SM agrees to provide Company by **the conclusion of strike** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. SM agrees that no reimbursement will be forthcoming if Company is not provided a receipt. SM agrees that all items purchased with Company

funds become the property of the Company. Company agrees that all items borrowed or rented from SM 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.** SM 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.** SM 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 SM 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).

**Stage Manager: (signature)** \_\_\_\_\_

**Stage Manager: (print name)** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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