1. **USE AND LIMITATIONS.**

(A) A Special Appearance Contract may be used to hire individual professional Equity Actor(s) for an individual production.

(B) Its use is solely at the discretion of Actors' Equity Association and Equity reserves the right to deny its use. In order to make such determination AEA may require submission of authentic budgets reflecting earned and unearned income and any other sources of income not reflected in potential box office information.

(C) This type of Agreement may not be used in New York, Chicago, Los Angeles or San Francisco.

(D) No food or drinks may be served in the theatre with the exception of lobby concessions.

(E) The Producer may not schedule special performances for children or school level audiences or present productions which should properly be produced under the terms and conditions of the Agreement and Rules Governing Employment in Theatre for Young Audiences.

(F) Actors may perform only at a single performance location; there shall be no touring.

(G) The maximum number of Equity Actors employed for any production shall not exceed three (3).

(H) Levels shall be determined by seating and earning potential and shall govern minimum salaries and other conditions.

(I) Equity Actors being hired under the Special Appearance Contract must be Members in good standing as determined by Equity.

**SALARIES:**

**Level I**

Minimum Weekly Salary:

<table>
<thead>
<tr>
<th>Effective dates</th>
<th>Actor</th>
<th>Stage Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2012-9/29/2013</td>
<td>$210</td>
<td>$253</td>
</tr>
<tr>
<td>9/30/2013-9/28/2014</td>
<td>$216</td>
<td>$261</td>
</tr>
<tr>
<td>9/28/2015-9/25/2016</td>
<td>$229</td>
<td>$277</td>
</tr>
</tbody>
</table>

Pension: 8% of contractual salary.

Maximum 4 performances per week. (One additional performance may be added for additional compensation of 1-1/2 times the pro-rata rate. See 3(B).)

Maximum 20 hours of work (rehearsal and performance) per week.

Maximum length of run: 20 performances

Maximum seating: 99 seats

Maximum Potential box office: $8,000 per week.

Overtime rate: $7.50 per half-hour or part thereof.
Level II

Minimum Weekly Salary:

<table>
<thead>
<tr>
<th>Effective dates</th>
<th>Actor</th>
<th>Stage Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2012-9/29/2013</td>
<td>$315</td>
<td>$379</td>
</tr>
<tr>
<td>9/30/2013-9/28/2014</td>
<td>$324</td>
<td>$390</td>
</tr>
<tr>
<td>9/28/2015-9/25/2016</td>
<td>$344</td>
<td>$414</td>
</tr>
</tbody>
</table>

Pension: 8% of contractual salary.

Maximum 5 performances per week. (One additional performance may be added for additional compensation of 1-1/2 times the pro-rata rate. See 3(B).)

Maximum of 30 hours of work (rehearsal and performance) per week.

Maximum length of run: 25 performances

Maximum seating: 199

Maximum Potential Box Office: $20,000 per week.

Overtime rate: $7.50 per half-hour or part thereof.

2. BENEFITS AND DEDUCTIONS.

(A) Payroll. All Equity Actors shall be paid on a salary basis, all proper taxes and Working Dues being deducted and an itemization of all deductions accompanying each week’s pay. The producer agrees to provide State Unemployment Insurance and Workers' Compensation, to make contributions to FICA, and to make all other legally required deductions and contributions on behalf of the Actor.

(B) Benefits. The Producer shall make contributions to the Equity League Pension Fund on behalf of each Equity Actor in the amount of eight (8) per cent of gross salary. The Producer shall also make a payment of $2.00 per week on behalf of each Actor, which shall provide mandatory supplemental workers’ compensation insurance. The Producer may elect to make contributions to the Equity League Health Fund on behalf of each Equity Actor hired. If the Producer does elect to pay for Health, all Equity Members hired must be covered. Contact Equity for the current Health rate.

(C) Dues. The Producer shall withhold 2.25% Working Union Dues from the Actor’s salary each week as well as any fees and assessments Equity certifies as being due, provided that the Producer receives timely notice from Equity, with proper authorization agreed to and signed by the Actor.

(D) Security. In lieu of a bond, the Producer must prepay all Pension, Health, and salary continuance payments and Working Dues payments, as well as other union assessments Equity certifies as due, plus the last two week’s salary in advance. Payment must be by certified funds (i.e., bank check, certified check) or it will be returned to the Producer. Salary and benefit payments may be made through the use of a paymaster.

(E) Minimum Term of Employment. The Minimum Term of Employment shall be two weeks. The full term of employment, if known, shall be stated on the face of the individual employment contract.

(F) Termination. Any notice of termination shall be no less than two weeks. No Actor may be terminated except for Just Cause, as defined by Actors' Equity Association. In the event "just cause" is not found, the arbitrator's award shall be limited to monetary damages, which shall not exceed salary for all weeks remaining on the contract.
(G) More Remunerative Employment. The Actor shall be free to accept more remunerative employment in the entertainment industry upon written notice to the Producer (copy to Equity) with no obligation for performance(s) lost. The term of notice shall not be less than 48 hours.

(H) Out of Town Actors. Out of town Actors shall be provided with single occupancy housing with kitchen facilities and round trip travel at no cost to the Actor. In addition the Actor shall receive $25.00 per diem. Any per diem paid above minimum is considered salary and subject to working dues, pension, and taxes.

(I) Overtime. All hours over the maximum amount stated shall be compensated at the overtime rate of $7.50 per half hour or any portion thereof.

3. WORK RULES.

(A) The total work week, including costume calls, photo calls, notes and other calls, shall be as follows:

<table>
<thead>
<tr>
<th>Level</th>
<th>Rehearsal Week</th>
<th>Performance Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>20 hours</td>
<td>4 performances</td>
</tr>
<tr>
<td>II</td>
<td>30 hours</td>
<td>5 performances</td>
</tr>
</tbody>
</table>

(B) One additional performance may be scheduled in any week for an additional compensation of 1-1/2 times the pro-rata rate. The cast must be given at least one (1) week's written notice of intention to give an additional performance.

(C) Rehearsals shall be limited to five hours per day without overtime compensation. Each production may rehearse for no more than five weeks.

(D) During opening week, the total work week including rehearsals and performances may not exceed the total hours permitted for a rehearsal week in each Level without overtime compensation.

(E) In any subsequent performance week, two hours of rehearsal shall be permitted in addition to the maximum number of performances. This rehearsal time shall be scheduled at the Actor's convenience and shall not be scheduled on a two performance day. (Rehearsal time may be used for brush-up, replacement rehearsal or notes.)

(F) Costume calls, photo calls, and notes shall be part of the total rehearsal hours and must be scheduled consecutive to rehearsal or performance calls or must otherwise be scheduled at the Actor's convenience.

(G) Breaks, Rest Periods, Days Off.

(1) There shall be a break of five (5) minutes after each fifty-five (55) minutes of rehearsal, or a break of ten (10) minutes after each eighty (80) minutes of rehearsal. This break time is included in the daily work hours allowed.

(2) There shall be a break of not less than one and one-half (1-1/2) hours after five (5) consecutive hours of work. (This is applicable only on rehearsal and performance days or when overtime is incurred.)

(3) There shall be no less than a twelve (12) hour rest period between the end of work on one day and the beginning of work on the next day.

(4) There shall be no less than one scheduled full day off each week, free of rehearsals, performances, costume and/or photo calls. A full day off shall be twenty-four (24) hours in addition to the rest period required in (G)(3) above.

(5) All Equity workweeks are from Monday through Sunday.
Continuous employment of the Actor is of the essence of this Contract. All calculations of sums due or benefits accruing to the Actor shall be computed on the basis of consecutive employment.

Extensions. The initial run shall be limited to no more than 20 performances in Level I and 25 performances in Level II. The Producer may extend up to an additional 20 (or 25) performances, by increasing the salary of all Equity Actors by no less than $50.00 per week. Only one such extension shall be allowed. Subsequent performances would be allowed only under the terms and conditions of a different Equity Contract.

Costumes. The Producer shall provide all costumes and clothing except modern conventional undergarments. The Actor may not be required to use any personal wardrobe in the production. Should the Actor agree to rent any wardrobe to the Producer for use in any production, he must do so by means of a rider to the employment contract, at a rental fee negotiated to the mutual agreement of the Actor and the Producer but no less than the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>1st Two weeks of Performance</th>
<th>All Subsequent weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coat/Jacket</td>
<td>$7.00</td>
<td>$3.50</td>
</tr>
<tr>
<td>Suit Jacket</td>
<td>7.00</td>
<td>3.50</td>
</tr>
<tr>
<td>Blouse</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Dress</td>
<td>5.00</td>
<td>2.50</td>
</tr>
<tr>
<td>Ensemble (Complete outfit)</td>
<td>30.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Jeans</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Shirt</td>
<td>2.50</td>
<td>1.30</td>
</tr>
<tr>
<td>Skirt</td>
<td>5.00</td>
<td>2.50</td>
</tr>
<tr>
<td>Shoes/Sneakers</td>
<td>4.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Shorts</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Slacks</td>
<td>5.00</td>
<td>2.50</td>
</tr>
<tr>
<td>Suit</td>
<td>20.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Sweater</td>
<td>3.00</td>
<td>1.50</td>
</tr>
<tr>
<td>Tie</td>
<td>.50</td>
<td>.30</td>
</tr>
<tr>
<td>Hat</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Evening Gown</td>
<td>15.00</td>
<td>7.50</td>
</tr>
<tr>
<td>Slip/Bra</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Nightgown</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Bathing Suit</td>
<td>2.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Miscellaneous (Purse, jewelry, etc.)</td>
<td>.50</td>
<td>.30</td>
</tr>
</tbody>
</table>

With respect to garments not appearing on this schedule, the rental fee will be negotiated to the mutual agreement of the Actor and the Producer.

When the Producer has provided suitable costumes for the Actor's use in the production but the Actor elects to wear the Actor's own clothing instead, the Producer shall not be required to pay a rental fee.

4. DUTIES OF THE ACTOR

No Actor shall be required to perform duties other than those for which the Actor is properly contracted under an Equity contract.
The Actor shall:

1. Be prompt at rehearsal and all other official calls;
2. Appear at the theatre no later than one-half hour prior to the performance;
3. Pay strict regard to makeup and dress;
4. Conform to the language of the script
5. Perform the Actor’s services as reasonably directed, to the best of the Actor’s ability;
6. Properly care for the Actor’s costume and props;
7. Respect the physical property of the production and the Producer;
8. Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;
9. Abide by all reasonable rules and regulation of the Producer not in conflict with Equity Rules; and
10. Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

5. SAFE AND SANITARY.

The Producer shall provide a safe and sanitary place of employment for the Actor, under the guidance of Equity, including rehearsal, performance and dressing room spaces. Dancing shall not be permitted on cement or other hard surfaces or on platforming laid directly on such hard surfaces.

6. TAPING, FILMING, RECORDING.

There shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, videotaping, or other mechanical or electronic reproduction in whole or in part of any production, including rehearsals, in which members of Equity are employed without the express, written permission of Equity and under the terms and conditions established by it.

7. ARBITRATION.

Any controversy arising from the employment of Equity members or affecting the relationship between an Actor or Equity and the Producer, including the disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Should the Producer dispute a ruling by Equity he must demand arbitration within four (4) weeks of notice to him of said ruling.

Equity shall determine the site of arbitration, which shall be New York, Chicago, Los Angeles, San Francisco or such other city as Equity shall designate.

8. PROGRAM.

(A) A cast list must be offered free of charge to every patron who enters the theatre at all performances. Such cast list must contain the names of all Equity members and their roles or functions.

(B) All Equity members engaged hereunder shall be listed on the title page or cast list page of the program with an asterisk (*) beside their names. The asterisk shall refer to a note which will read: "Member of Actors’ Equity Association, the Union of Professional Actors and Stage Managers in the United States, appearing under a Special Appearance Contract."

9. EQUITY MEMBERSHIP CANDIDATE PROGRAM.

Credit or participation in the Equity Membership Candidate Program is not available through theatres using the Special Appearance Contract.
10. **BOX OFFICE STATEMENTS.**

The Producer agrees to submit upon request weekly box office statements to Equity showing both daily and weekly receipts by the Friday following the last performance of the week which the statement covers. The reports need not be audited but each must be certified correct by the Box Office Treasurer or other competent employee.

11. **CONVERSIONS AND CONTINGENT RIGHTS TO ACTORS ENGAGED HEREUNDER.**

(A) **Performance Rights In First Subsequent Equity Contract Production.**

(1) Should the Producer, or any entity which the Producer controls or directs or in which the Producer has a financial interest, participate in the production of the Play under terms of a subsequent Equity Contract, the Producer agrees to make a bona fide offer (as hereafter defined) to afford to any Actor who was originally engaged hereunder and who actually performed in the Production the opportunity to perform the same role or function. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, at least two weeks prior to the date of the first rehearsal for the subsequent production. The producer may require the Actor to respond in writing, by hand delivery or telegram, within two (2) business days of receipt of said offer. The cost of said telegram shall be reimbursed by the Producer. Producer agrees to pay to any Actor not receiving a bona fide offer an amount equal to three (3) weeks minimum salary under said subsequent Equity Contract production.

(2) However, if any member of the Company on Equity contract who originally performed the role or function has been out of the production for a period of four (4) weeks or more prior to the time the play is subsequently produced under a subsequent Equity Contract, the Producer may as an alternative, offer the role or function to any past or present member of the Company on Equity contract who has performed the same role or function for four (4) weeks or longer.

(3) The foregoing notwithstanding, Producer's obligations hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligations to be continuing, and if Producer's obligations to the Actors hereunder remain unsatisfied because of insufficient proceeds from the Play, Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligations have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records, insofar as they relate to the proceeds from the subsequent exploitations of the Play.

(4) If the producer of said subsequent Equity Contract production compensates the Actors hereunder who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the Producer hereunder shall have no obligation to compensate the said Actors under this provision. Nothing in this Agreement shall be construed to relieve any producer of a subsequent Equity contract production of any obligation to make conversion and/or contingent rights payments to Actors.

(5) The provisions of this Paragraph 11 will pertain for a period of three (3) years following the close of the production.

(B) **SUBSIDIARY RIGHTS IN OTHER MEDIA.**

(1) In the event any rights to produce the Play in another medium (e.g., motion picture, television, including pay TV and cable, video disk or cassette) now known or hereafter devised are disposed of, the Producer shall pay or cause to be paid to each...
Actor hereunder an amount equal to five (5) weeks of AEA Production Contract minimum salary in effect at the time of the disposition of the rights less certain deductions specified below.

(2) The following amounts, up to but not exceeding the equivalent of three (3) weeks AEA Production Contract minimum salary in effect at the time of the close of Production hereunder, may be deducted from the five (5) weeks Production Contract salary due in accordance with (A) above:

(a) Any sums paid to the Actor hereunder as conversion payments following conversion of the Play pursuant to a subsequent Equity Contract production, or,

(b) If an Actor had received a bona fide offer to perform in such Contract Production, the amount the Actor would have received in payment in lieu had the Actor not received such offer.

(3) Based on the foregoing, each Actor hereunder will, in the event of disposition of rights to another media production of the Play, be entitled to receive the equivalent of not less than two (2) weeks nor more than five (5) weeks Production Contract salary, subject to Paragraph D below.

(4) The foregoing notwithstanding, Producer's obligations hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligations to be continuing, and if Producer's obligations to participants hereunder remain unsatisfied because fifty percent (50%) of Producer's proceeds from the Play do not equal Producer's obligations, Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligations have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records.

12. DEFINITIONS AND REFERENCES.

(A) "Production" or "the production hereunder" means the production of the Play under this Contract.

(B) "Actors" as used herein refers to any person engaged under this Contract as actor, (principal or chorus), understudy, stage manager, or assistant stage manager.

(C) "Bona fide offer" shall mean an offer to perform in the subsequent Equity Contract production the identical role or function performed in the Production hereunder, and the offer must be in writing, sent to the Actor by certified mail, return receipt requested, with a copy to AEA.

(D) "Producer's proceeds from subsequent exploitations of the Play" shall include all proceeds received by Producer from or as a result of subsequent productions or other exploitations of the Play or the rights in the Play (including but not limited to productions in the live stage and in other media) and/or contributions to the Producer by or on behalf of the author or subsequent producer of the Play.

13. The above TERMS, CONDITIONS AND WORK RULES are specifically incorporated as part of individual employment contracts. The TERMS, CONDITIONS AND WORK RULES are subject to change without notice. The TERMS, CONDITIONS, AND WORK RULES current at the time that the individual contracts are drawn, are binding.

14. All other rules shall be mutually agreed to between the Producer and Actors' Equity Association; if the parties are unable to agree, Equity's decision shall be final; Equity represents that it will make its decision by reference to custom and usage in the industry as appropriate.

Revised 10/08/2012 TC;RL