

**a handbook for
independent
producers**

ADC



**theatre
opera
dance**

Founded in 1963, Associated Designers of Canada has become a key service organization in the Canadian theatre community. Representing the interests of set, costume, lighting, sound and projection designers in the live performing arts, ADC has grown from an ad hoc assembly of designers to an active and committed organization supporting both designers and producers in their artistic collaborations in theatre, dance, opera, and increasingly, devised and multi-disciplinary projects.

The backbone of the relationships we foster between producers and designers are our contracts. We bargain collectively with the Professional Association of Canadian Theatres and with the National Arts Centre under the auspices of the Status of the Artist Act. Combined, these negotiated Standard Terms and Conditions lubricate the production process of most of Canada's mainstream productions.

Our Independent Producers contracts (of which there are three) are modelled largely on the PACT contract, and so represent the collective wisdom of designers and producers amassed over nearly 50 years. Wherever possible and warranted, ADC seeks to create guidelines which represent current practice; but which also allows for flexibility and innovation.

In this booklet, you will find the Standard Terms and Conditions for Independent Producers and ADC Designers working under Contract I and II, as well as our Agreement for Artists' Collective and ADC Designers. This latter format is intended for profit-sharing arrangements and to be used in Fringe and other small festivals which do not pay guaranteed fees. The Indie II is a hybrid agreement which allows for lower design fees in exchange for a share in the production's revenues. It may be used for first run productions only with budgets under \$50,000 and by companies with annual budgets under \$50,000. The Indie I is our most comprehensive agreement, spelling out in greater detail the shared and mutually agreed upon responsibilities of designers and producers.

When you are ready to contract a designer, simply contact the ADC office to determine which contract is appropriate for your project. You will find the staff helpful and friendly and full of useful advice.

**Sheila Sky
Executive Director**

November 2013



Associated
Designers of
Canada

HANDBOOK FOR INDEPENDENT PRODUCERS WORKING WITH ADC DESIGNERS

Effective June 15, 2013

INDIE I & INDIE II — INDEX

I.	Preamble.....	3
II	Administrative Provisions.....	4
III	Security Deposit/Bond	5
IV	General Provisions	6
V	Use of the Design	8
VI	The Designer Agrees.....	9
VII	The Producer Agrees	10
VIII	Production Budget	13
IX	Co-Production	13
X	Definitions.....	14
XI	Set Design	19
XII	Costume Design	20
XIII	Lighting Design	21
XIV	Projection Design	22
XV	Sound Design	24
XVI	Professional Fees.....	26
XVII	Dispute Resolution Process	28
XVIII	Duration and Renewal.....	29
	Appendix A – Professional Fees Table ..	30
	Appendix B – Production Photographs .	32
	ARTISTS COLLECTIVE AGREEMENT.....	34

I. PREAMBLE

The Standard Terms and Conditions herein are an integral part of the agreement between a Producer and a member of the Associated Designers of Canada (hereinafter called the ADC) as signified by the signing of a Design Engagement Contracts (DEC) I or II, by those parties.

The Producer agrees that these Standard Terms and Conditions, with all appendices and any future riders, set forth the minimum terms and conditions with respect to the engagement of the ADC's members. These Standard Terms and Conditions shall not be modified except as may be expressly approved in writing by the ADC.

It is understood and agreed that no schedule or rider may be attached to the DEC that in anyway contradicts or supersedes the Standard Terms and Conditions.

The specific terms and conditions negotiated between each individual Designer and each Producer are to be confirmed in writing in the DEC Form I or II. Nothing in these Standard Terms and Conditions or in the DEC shall prevent the Designer from negotiating better terms and conditions than those herein provided. Such better terms and conditions shall be set forth in the Designer's Engagement Contract with riders as required.

When completed and signed by both parties, the DEC, as issued by ADC, together with these Standard Terms and Conditions, constitutes a legally binding agreement between the Producer and the ADC Designer.

These Standard Terms and Conditions and the use of the DEC I shall apply to Theatre, Dance and Opera Producers, exclusive of Regular, Commercial and Associate Members of the Professional Association of Canadian Theatres (PACT) and who are therefore bound by the ADC/PACT Agreement.

These Standard Terms and Conditions and the use of the DEC II shall apply to any Producing Company which meets the requirements for the use of DEC I and which:

1. is a not-for-profit organization
2. has an annual operation budget less than \$50,000 per year
3. whose production budget for the production in the engagement does not exceed \$50,000
4. has a box office potential less than \$17,000 per week for the production
5. is not producing under a co-production arrangement nor presenting as part of a series or season with another Producer operating under the terms of an ADC-PACT contract or under ADC Independent Contract Form I. Consideration will be given to circumstances where administrative support, publicity or space is provided by another Producer to assist theatrical production in their community.

These Standard Terms and Conditions and the terms of the DEC I and II shall apply to all Full or Associate members of ADC engaged by Independent Producers in the preparation and presentation of a theatrical production in any venue.

II. ADMINISTRATIVE PROVISIONS

Each of the following payments shall be forwarded in full to the ADC office within fifteen (15) calendar days following the date of signing by the Designer accompanied by a copy of the DEC to which it applies.

1. Group Insurance Premium: Members of the ADC are covered by a Group Insurance Policy, the details of which are available from the ADC office. The Producer shall pay a premium to ADC in the amount indicated in the **Schedule of Professional Fees and Insurance Premiums (Appendix A)**.
2. RRSP: The Producer will contribute 4% of the Total Design Fee and will deduct 3% of the Total Design Fee from the ADC member's first payment and remit the total (7%) to the ADC office for the Designer's RRSP as set forth in the DEC Payment I or II.
3. Filing Fee: The Producer will deduct from the first payment to the Designer, 2% of the Total Design Fee and remit this amount to the ADC office as the contract filing fee as set forth in the DEC Payment I or II.
4. In the event that the Producer fails to remit the administrative payments (Group Insurance Premium, RRSP Contributions, and Filing Fee) in full to the ADC office within the agreed-upon time of fifteen (15) calendar days of the date of signing by the Designer, a penalty of 2% of the Total Design Fee per month (or part thereof) will be payable by the Producer beginning the 30th day and until the situation is rectified. Such payments (minus administrative charges) will be deposited to the Designer's RRSP account to offset any losses in RRSP interest the Designer may incur due to late payments from Producers.
5. The Producer agrees that each separate design discipline for which a Designer is engaged and the fee associated with each discipline shall be separately identified in the DEC.
6. The Producer and the Designer agree that all deadlines agreed to by the Designer and the Producer are critical to the successful execution of the production. Both parties will use their best efforts to meet all deadlines. If it becomes apparent to either the Producer or the Designer that a deadline may be in jeopardy the other party shall be notified as soon as possible and both parties shall consult and agree on courses of action to protect the production process.
7. It is ADC's policy to hold the details of an individual Designer's contract in strictest confidence.

III. SECURITY DEPOSIT/BOND

1. Contract I Security Bond

For Design Engagements contracted under the Contract I form, the Producer will post a bond with ADC of no less than 34% of the Total Design Fee. This bond will accompany submission of the DEC and the rest of the payment obligations to ADC as per II (above), and must be in the form of money order, certified cheque, or a properly executed Letter of Credit from the Producer's banking facility which has an expiry date no earlier than two weeks following the projected close of the Production.

ADC will return the bond two weeks following the final payment to the Designer upon written request (by fax, mail, email) from the Producer to do so and confirmation that all outstanding monies owing to the Designer and to ADC have been paid by the Producer. If all monies have not been paid, the Producer must either immediately pay the outstanding amount or negotiate a payment plan. Failing this, ADC will have the right to immediately pay the outstanding amounts out of the Bond, and then will return any remaining balance of the Bond to the Producer.

ADC's use of the Bond to pay the Designer does not in any way remove or negate the responsibility of the Producer to pay the Designer or ADC any amounts still outstanding after the Bond is used for this purpose.

1. Contract II Security Bond

For Design Engagements contracted under the Contract II form, there are two options with respect to the Security Bond, as follows:

Option 1: NO BOND

The Producer may pre-pay the Designer's full fee by cash or cheque upon signing the DEC II. The associated payments of Filing Fees, Insurance and RRSP to ADC must be received by ADC in cash or cheque prior to the first day of rehearsal.

Option 2: WITH BOND

The Producer will post a bond with ADC of no less than 34% of the Total Design Fee. This bond will accompany submission of the DEC II and the rest of the payment obligations to ADC as per 1 (above), and must be in the form of money order, certified cheque, or a properly executed Letter of Credit from the Producer's banking facility which has an expiry date no earlier than two weeks following the projected close of the Production.

ADC will return the bond two weeks following the final payment to the Designer upon written request (by fax, mail, email) from the Producer to do so and confirmation that all outstanding monies owing to the Designer and to ADC have been paid by the Producer. If all monies have not been paid, the Producer must either immediately pay the outstanding amount or negotiate a payment plan. Failing this, ADC will have the right to immediately

pay the outstanding amounts out of the Bond, and then will return any remaining balance of the Bond to the Producer.

ADC's use of the Bond to pay the Designer does not in any way remove or negate the responsibility of the Producer to pay the Designer or ADC any amounts still outstanding after the Bond is used for this purpose.

1. Waiving the Bond

The Security Deposit Bond may be waived by ADC upon receipt of written requests from both the Producer and the Designer to do so. ADC's decision with respect to waiving the bond is binding and final.

In waiving the bond, ADC members absolve the Association of responsibility regarding pursuit of unpaid fees or expenses on the part of the Producer.

IV. GENERAL PROVISIONS

It is expressly understood and agreed between the Parties as follows:

1. Whenever the Designer is required by the Producer to travel to fulfill his/her obligations under the terms of this Agreement, the Producer will provide the Designer with round trip air or other available and appropriate transportation, and budgeted incidental travel expenses. It is understood between the parties that the use of the most economical and mutually convenient reasonable transportation (especially as regards air travel) is the spirit and intention of this clause. Should either party subsequently change the arrangements for any reason, that party shall be responsible for any additional costs incurred.

When the Designer is required to travel away from his/her point of residence for work on the Production, the Producer shall provide the Designer with single occupancy quiet, clean and sanitary accommodations with kitchenette facilities (where available) and private bath or other accommodation satisfactory to the Designer and at no cost to the Designer. Such accommodation shall take into account the budget and location of the theatre, and availability of accommodations.

The above shall also apply whenever the Designer is required to travel outside of the Theatre's point of origin, to fulfill his/her responsibilities with respect to Co-Productions or Tours.

Notwithstanding the above, the Designer may negotiate additional accommodation and per diem provisions, details of which will be included in the DEC.

2. The Designer is responsible for the visual or aural aspects of the Production only, and it is understood that all specifications submitted by the Designer relate solely to the appearance or sound. It is understood that the Designer is not qualified to

determine structural or electrical validity of submitted designs and cannot assume responsibility for engineering, construction and use.

The Designer must consider safety in his/her design. It is understood that the Designer will alter or permit the alteration of any specifications or designs, which the Producer finds to be incompatible with proper safety or structural criteria, health regulations, building or fire codes or other instructions from Authority(ies) Having Jurisdiction.

The Designer is not responsible for damages resulting through the failure of the Producer or contractors to carry out in a safe and responsible manner the execution of the designs and plans prepared by the Designer.

The Producer will indemnify, defend, save and hold the Designer and his or her agents harmless from and against all liability, costs and/or other loss, including reasonable attorney fees, which may arise regarding the electrical validity, structural integrity and/or safety of the designs furnished under this agreement.

The Producer will identify on the DEC whether or not it has comprehensive general liability insurance.

3. In the event the Production is abandoned prior to the first public performance, the Designer and the Producer shall negotiate the remaining payment due, but in no event shall the Designer receive less than one-half (1/2) of the Professional Fee as stipulated in this Agreement (plus GST/HST and / or other taxes as applicable).
4.
 - a) In the event that the opening is postponed, through no fault of the Designer, the Designer agrees to perform those services not yet complete as of the opening date as hereinbefore set forth, subject to his/her obligations with respect to other engagements. The Designer shall, notwithstanding the provision of this paragraph, be entitled to receive payment in full as hereinbefore set forth.
 - b) In the event that the opening is postponed through the fault of the Designer by breach of contract, the designer agrees either to perform those services not yet completed as of the opening date as hereinbefore set forth, or to forfeit any and all remaining payments due under the provision of this Agreement, at the discretion of the Producer. If the Designer does not complete services, it is agreed and understood that the Producer can engage other personnel/designer(s) to complete the design. In this case, the original Designer's credit may be negotiated to be removed from promotional materials that are managed by the Producer.
5. Notwithstanding the above, if the performance of the obligations of either Party to the Agreement is delayed or interrupted or prevented by reason of an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation of order, certified illness or death in the immediate family, or any other cause beyond his, her or its control, such Party shall not be liable to the

other therefor, save that whenever possible liability for the performance of any obligation herein shall not be terminated but merely suspended for a period of time based on the duration of the event that caused the delay, interruption or prevention and the effects thereof, and the provisions of this contract shall continue following the period of delay, interruption or prevention.

6. Either Party has the right to terminate this Agreement at any time for failure to fulfill the material provisions of the Agreement or for just cause. Upon termination the Producer and Designer shall negotiate the remaining payment due to the Designer, if any, commensurate with service(s) performed by the Designer as of the date of termination and the Designer shall not be obliged to provide any further services for the Producer as of that date. It is understood and agreed that the Producer must reimburse the Designer for approved expenses incurred by the Designer as of the date of termination.
7. This Agreement shall not in any way constitute or be deemed to constitute a partnership or joint venture between the Parties hereto. The Parties hereto are individual contractors and the relationship between them shall not constitute nor be deemed to constitute an employer/employee relationship. Neither Party shall incur debts or make any commitments on behalf of or as agent for the other without prior authorization.

V. USE OF THE DESIGN

1. The Design is the intellectual property of the Designer. The Designer reserves the right to paternity and integrity of the work performed as a part of this Agreement, and thus reserves the right to have his/her name listed as designer for all incarnations using the whole or recognizable part of the design (unless he/she chooses otherwise), and the choice must be offered in advance.
2. Neither party to the Agreement shall assign, lease, sell or otherwise dispose of, or use either directly or indirectly, the total design of the Production or the rights thereto for any purpose whatsoever except as herein provided, without the prior written consent of the other Party for a period of not less than three years from the date of closing. Such consent shall not be unreasonably withheld. After this period, these rights shall become the sole property of the Designer.
3. The Producer shall not have the right to assign, lease, sell, license or otherwise use directly or indirectly, any of the Designs of the Sets, Costumes, Lighting, Projection or Sound for any use in live performance except as specified in DEC and this Agreement, without the Designer's permission and negotiating a royalty payment per performance, said royalties to be not less than 1% of the applicable minimum for the venue(s) in which the production is being presented (plus GST/HST if applicable).

4. The Producer shall not have the right to assign, lease, sell, license or otherwise use directly or indirectly, any of the Completed Designs of the Sets, Costumes, Lighting, Projection or Sound for any use in motion pictures, digital recordings, television live broadcasts, simulcast or any other image and audio recording or transmission process now or herein-after invented, except as specified in the DEC and this Agreement, without requesting permission and negotiating a royalty payment / license fee of a minimum of 40% of the original fee (plus GST/HST if applicable) for such rights per contracted use, in advance of the new use of the design.
5. Notwithstanding the above, the Designer hereby agrees that the Producer may record the Production for archival purposes only. The resulting recording must not be edited for any purpose whatsoever, may only be played back in private for reference purposes, as a teaching aid or private screening for potential investors of future productions. There shall be no public replay of the recording.
6. It is further agreed that excerpts of the Production involving the use of any designs contracted herein may be recorded for the purpose of promoting and publicizing the production without payment to the Designer, such excerpts to be limited to a maximum of five (5) minutes of performance or rehearsal for presentation on current affairs programming.

Notwithstanding the above, when excerpts of the Production involving the use of any designs contracted herein are recorded and payment to any artist involved is outside the Producer's control, the Producer shall ensure that the Designer is paid an amount commensurate with the other artists.

VI. THE DESIGNER AGREES:

1. To be available at mutually agreeable dates and specified locations for consultation(s) with the Director, other Designers and/or the designated representative of the Producer, and to be available, as specified in the Residency Periods section in the DEC Schedule 1, to supervise and approve all the work pursuant to this Agreement.
2. To inform the Producer on an on-going basis of any other design commitments which may impact upon a Production. The Designer will keep the Producer informed of her/his whereabouts during the contractual period.
3. To attend at least one run-through and to attend and supervise at set-up, technical rehearsals and dress rehearsals and the first paid public performance and to be available for consultation until the Official Opening Performance of the Production.
4. That the designs and sketches covered by the Agreement may be reproduced by the Producer for promotional purposes with permission of the Designer. The Designer will be credited in each case but will not receive payment in addition to Professional Fees and expenses. Notwithstanding the above, reproduction of designs for posters,

program covers and advertising and/or any item for resale must be negotiated separately.

5. The Producer shall have the first opportunity to purchase sketches and the maquette of the production designs at a price to be negotiated with the Designer. It is understood that the Producer must negotiate the purchase as of the final dress rehearsal and confirm purchase by opening night.

VII. THE PRODUCER AGREES:

1. To provide the venue and production information to the Designer at the time of contracting. In the case of co-productions/joint productions, the originating Producer will provide this information for all venues at the time of contracting.
2. In a co-production/joint production, the originating Producer shall be responsible for the timely flow of all production information to all other Producers and to the Designer during all phases of the project. The Designated Producer Representative of the originating Producer shall be the Designer's primary contact for all subsequent venues.
3. When more than one Designer is involved in a production, to ensure that communication occurs among all contracted Designers prior to the acceptance of any one Preliminary Design, and to supply design information to other Designers as requested.
4. To ensure the satisfactory realization and maintenance of the Production as designed by the Designer according to the standards of the Producer, in consideration of the human, financial and physical resources of the Producer, subject to the budgetary limitations as stipulated in the Agreement, and to consult the Designer in the choice of outside contractors, agencies, or additional staff who will be realizing the designs.
5. That in the event that credit is given to the Director of the Production in any subsequent publication of the script/work, then similar credit shall be given to the Designer in such publication, provided that such publication is within the control of the Producer.
6. That where the Producer has editorial responsibility or control, the Designer shall be given credit on any audio recording of the Production.
7. The Designer(s) shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such in the customary order of Set, Costume, Lighting, Projection and Sound. Notwithstanding this, the Designer has the right to negotiate specifics of billing such as size and placement, relative to other members of the creative team.

Notwithstanding this, the Designer has the right to negotiate additional billing with the Producer in newspaper, magazine, television and radio ads and in other marketing and promotional materials.

Where a biography and/or photograph, other than that of the author(s) appears, the Producer shall include a biography and/or photograph of the Designers. Biographical and photo material will be submitted by the Designer to the Producer at the time of signing the DEC. The Designer shall have the right of approval of biographical materials for the program and souvenir program. Approval must be in writing and shall not be unreasonably withheld. Biographical materials not approved within 48 hours of its submission to the Designer shall be considered approved.

8. In the case of an error in the fulfillment of the Billing provisions herein, the Producer will pay the Designer a penalty of 1% of the Total Design Fee per week or part thereof, calculation and payment commencing with week of receipt of written notice by the Producer's representative and continuing until the error is rectified, or the close of the production, whichever comes first. Exempted from this provision shall be posters on unpaid locations, and printed season or subscription brochures (but not season or subscription information posted on the Producer's website).
9. To provide a complimentary ticket for all previews and two complimentary tickets for the Official Opening.
10. That the total original designs, drawings, models, plans and specifications prepared pursuant to this Agreement shall at all times be and remain the property of the Designer unless otherwise negotiated. The Producer agrees to take responsibility for the care of the designs, drawings, models, plans and specifications while in its possession or that of its agents, up to ninety (90) days following the Official Opening. Following this period, these design elements be dealt with by the Producer to deal with as he sees fit.
11. Not to alter, nor to permit anyone under its control to alter, the Approved Designs as provided by the Designer for the said Production either before or after the opening performance without the express approval of the Designer. In the event that the Producer makes substantial changes to the Approved Designs without the Designer's consent or in the event that the Producer requires substantial changes which the Designer is not willing to implement, the Designer shall have the right to withdraw his/her name from the Production. Such withdrawal of the Designer's name shall not constitute a waiver of the Designer's right to full payment for services provided under this Agreement. In the event of the withdrawal of the Designer's name from the Production, the Producer shall forthwith cause the Designer's name to be removed from all handwritten bills and posters, both inside and outside the premises of the Production's venue(s), and from all subsequent printed matter on which the Designer's name would otherwise appear.

12. That photographic calls prior to the Opening Performance involving sets, costumes, properties, special effects and/or lighting shall be made in consultation with the Designer, with respect to those elements. The Designer shall have the right to request limited use of photographs which the Designer believes present his/her design elements in a manner detrimental to the Designer's reputation.
13. To take, as part of the photographic call, photographs of sets, costumes, lighting and projection, such photographs to be made available to the Designer. At the request of the Designer, the Producer shall provide a copy of the photograph to the Designer for his/her own individual souvenir or promotional use. The Producer may levy a nominal charge for a hardcopy of a production photograph. If the production photographs are available in digital format, such copies shall be provided upon request to the Artist at no charge.

That, alternately, the Producer will provide the opportunity for the Designer to have such photographs taken at the Designer's expense, financial and other arrangements to be settled in advance. The Designer shall confirm the limited purposes for which the photograph may be used. However, the Producer shall not be responsible for any subsequent misuse of the photograph, either by the Designer or stemming from the use of the photograph by any other Artist.

For the purpose of this clause, "Artist" shall include other artists whose artistic contribution to the production is represented in the photograph.

Notwithstanding the above, the Producer recognizes the Memorandum of Understanding between Canadian Actors Equity Association and the Associated Designers of Canada as set forth in Appendix B.

14. To provide the Designer with safe and sanitary places of engagement in keeping with health and safety standards established by the province or territory in which it is located.
15. If, at the Producer's request, the Designer has traveled overnight, there must be at least four (4) hours between the time of arrival at the point of origin and the call to work.
16. That the Designer must be given the opportunity to take appropriate breaks throughout the work day.
17. The Producer will make his best efforts to inform ADC Designers of the Producer's discounted tickets policies and will provide ADC members with access to tickets under those policies, subject to ticket availability, and inclusive of the Producer's standard discounted ticket policies.

VIII. PRODUCTION BUDGET

1. It is understood and agreed that the Director and production staff shall be informed of the budget figures set out in this agreement, and should any of these figures be revised, the Director, the Designer and other relevant parties shall be notified as to the changes in a timely manner.
2. It is understood that the Designer will conceive and develop the designs not only in consideration of the needs of the production but also in consideration of the human, financial and physical resources of the Producer as described under “Scope and Scale” in the DEC and as communicated by the Producer to the Director. Notwithstanding the above, it is understood that the final responsibility for the labour and material estimates rests with the Producer, and the Designer agrees to alter his/her designs if approval has not been given.
3. It is understood that the Designer will submit Preliminary Designs which he/she reasonably expects can be executed within the estimates provided in the Budget Section of the Agreement. Notwithstanding the above, it is understood that the final responsibility for the labour and material estimates rests with the Producer, and the Designer agrees to re-design or alter his/her designs if approval has not been given.
4. It is understood and agreed that regular Production expenditure statements will be made available to the Designer upon request.

IX. CO-PRODUCTION/JOINT PRODUCTION

A “Co-Production” or “Joint Production”, herein after called the Co-Production, is one jointly produced by a Producer and one or more partners and is intended to be presented in two or more venues. In cases where the one or more of the producing partners is a PACT member, the PACT Theatre acts as the Originating Producer by engaging the designers concerned under the terms and conditions of the ADC-PACT Agreement.

All performance venues, performance dates or tentative dates and producers must be made known to the Designer and specified in writing as part of the DEC.

All terms of compensation for the entire run of the Co-Production shall be set forth in the DEC shall be compensated as follows:

The Designer shall negotiate a fee for the first venue, which shall be no less than the minimum for the highest Category Theatre participating in the Co-Production.

The designer shall also receive royalties for use of his/her design at the second and subsequent venues, which royalties will be no less than 1% of the Total Design Fee per paid performance (plus GST/HST if applicable) .

If, after the first public performance, any additional work is required at the first venue or to accommodate any subsequent venue, the Designer shall be offered the opportunity to perform such work and shall be paid a daily fee as negotiated.

The Designer and the Co-Producers may, at the signing of the DEC, approve the engagement of a substitute for the Designer in subsequent venues for the specified dates.

If dates change, any work or revision will be subject to Designer or substitute availability. In a Co-Production, unless otherwise agreed in writing, the originating Producer is responsible for providing the Designer(s) with production information for all venues.

In a Co-Production, unless otherwise agreed in writing, the originating Producer is responsible for the timely flow of all production information to all other producers and to the Designer during all phases of the project and the Producer's Designated Representative shall be the Designer's primary contact for all subsequent venues, unless otherwise agreed.

X. DEFINITIONS

General Definitions:

"PRODUCER", as used in this document and the DEC and Schedules, is defined as the entity (theatre, dance company, etc.) which has financial responsibility for producing the performance work for which the Designer has been engaged.

"DESIGNATED PRODUCER'S REPRESENTATIVE" is defined as the Producer's employee who is the Designer's primary contact. In a co-production, the Designated Producer Representative of the originating Producer shall be the Designer's primary contact for all subsequent venues.

"POINT OF ORIGIN" is defined as the municipality where the Producer has its facilities or the municipality in which the Production is being built, rehearsed and/or scheduled to open. The Point of Origin shall be designated on the face of the DEC.

"RESIDENCY" is defined as the specified period or periods of time, as outlined in Schedule 1, in which the Designer agrees to be in attendance in the Production's Point of Origin as required to ensure that her/his concepts are realized in accordance with the Approved Design. During this time, the Designer agrees that the Production takes priority over other work.

"REMOUNT OF THE PRODUCTION" is defined as any concurrent or subsequent mounting of the Production by the Producer that includes the use of the Design.

Set / Properties Definitions:

"SET" as used in this Agreement shall include but not be limited to: the design of the performance space, together with its surface treatment, masking, properties, including hand properties (but not including costume accessories), furniture, set dressing, visible transitions, projected images and special effects related thereto.

“PRELIMINARY SET DESIGN” is defined as including scale floor plan(s) with measurements, preliminary properties and set dressing list, and at least two (2) of the following:

1. perspective sketch(es) or front elevation sketch(es)
2. unpainted scale model(s),
3. preliminary scale elevations showing proportion and size.

In any case, the following information shall be supplied: options of general construction methods; special materials or surface treatments; mechanical devices or application requirements, if any; a list of special effects; and sufficient other information as determined by the Producer to reasonably estimate costs, on the understanding that the Preliminary Designs reflect the discussions among the Designer, the Director and the Producer.

“COMPLETED SET DESIGN” is defined as including coloured rendering(s) and/or working scale model(s), accurate scale floor plan(s) section(s) and elevations, basic technical drawings detailing all scenic elements including proposed storage, painting elevations or equivalent, lists of all known properties and set dressing, with illustrations indicating colour and dimensions, details of special effects and any additional details pertaining to overall design sufficient for detailed costing and realization.

“APPROVED SET DESIGN” is defined as the Completed Design with all modifications and changes made to the satisfaction of the Director, Producer and the Designer and which have been initialed and dated by the Parties hereto. Commencement of construction or implementation of any portion of the design shall also be defined as approval of that portion of the design.

“VENUE AND PRODUCTION INFORMATION” is defined as:

- up-to-date, accurate scale plan and section of stage, seating areas and ceiling profile (where available), including all extreme sightlines, for all venues. The scale of such information will be specified in the body of the DEC. In the case of co-productions, all information shall be in the specified scale;
- technical data of venue(s) including, but not limited to, permanently assigned line sets, hard and soft goods inventory and floor type;
- information regarding applicable stock, the costs of common materials locally available and the human, financial and physical resources available to the Production.

Costume / Properties Definitions:

“COSTUME” as used in this Agreement, shall include but not be limited to: all clothing worn by all performers, whether designed, found or selected by the Designer; all hairstyles, facial hair, wigs, etc.; makeup and special costume effects; all accessories, headgear, gloves, footwear, etc.; and the functioning of these elements in performance, including quick changes.

“PRELIMINARY COSTUME DESIGN” is defined as including a full costume plot indicating the number of costumes per character, known quick changes, any special treatment, or fabrication requirements not common to standard costume construction, and visual representations to indicate style and shape with sufficient detail as determined by the Producer to reasonably estimate costs, on the understanding that the Preliminary Designs reflect discussions amongst the Designer, the Director and the Producer.

“COMPLETED COSTUME DESIGN” is defined as including full sketches of each and every costume and costume accessory required for the Production, colour information, specific working drawings for extraordinary or complex costuming requirements and known quick changes, fabric swatches and/or texture specifications and wig or hair sketches showing profile, front and back views and colour information as required for detailed costing and realization.

“PRELIMINARY DESIGN APPROVAL” is defined as that approval which follows the Producer’s preliminary cost estimates and shall be taken as confirmation that the Preliminary Design is accepted by the Producer and the Director, with regard to budgetary and artistic considerations. Should modification or change of the Preliminary Design concept be required to achieve approval, the Designer will modify or re-design, submitting revised work in Preliminary Design form, as above. Approval shall be in memo form from the Producer and shall be copied to the Director. No further work on the design shall be undertaken until such approval has been given. Approval is, in effect, an instruction to the Designer to proceed to the Completed Design stage.

“APPROVED COSTUME DESIGN” is defined as the Completed Design with all modifications and changes made to the satisfaction of the Director, Producer and the Designer and which have been initialed and dated by the Parties hereto. Commencement of construction or implementation of any portion of the design shall also be defined as approval of that portion of the design.

“VENUE AND PRODUCTION INFORMATION” is defined as:

- current cast list with measurements and, if possible, photos;
- information regarding applicable stock, the costs of common materials locally available and the human, financial and physical resources available to the Production.

Lighting Definitions:

“LIGHTING” as used in this Agreement, shall include but not be limited to: the selection of the direction, colour and intensity of light to be used in the Production and the placement and duration of all light cues and effects to be used in the Production.

“PRELIMINARY LIGHTING DESIGN” is defined as including a description of the basic lighting approach, a rough inventory of equipment, special rigging, general specifications of any special lighting effects and sufficient further information which is required as determined by the Producer to reasonably estimate costs with the understanding that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Producer.

“COMPLETED LIGHTING DESIGN” is defined as including all plots, schedules, specifications and working drawings that the Producer requires for detailed costing and execution of the Design.

“APPROVED LIGHTING DESIGN” is defined as the Total lighting for the Production and all pertinent documentation required for the execution of same, to the satisfaction of the Designer, the Director and the Producer. In any case, approval is deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer’s residency period, whichever comes first.

“VENUE AND PRODUCTION INFORMATION” is defined as:

- up-to-date, accurate scale plan and section of stage, seating areas and ceiling profile (where available), for all venues, indicating permanent luminaire hanging positions, permanently assigned line sets and circuit outlets. The scale of such information will be as specified in the body of the DEC. In the case of joint productions, all information shall be in the specified scale;
- up-to-date description of lighting equipment including luminaires, cable, control, preferred colour brands and stock availability and the human, financial and physical resources available to the Production.

Projection Definitions:

“PROJECTION” shall include, but not be limited to visual images, used in the Production, that are delivered by a dedicated system(s).

“PROJECTION DESIGN” as used in this agreement shall include, but not be limited to, the creation, adaptation and integration of projections and systems(s) to be used in the Production.

“PRELIMINARY PROJECTION DESIGN” is defined as sufficient information in written and/or graphic format to include but not limited to required equipment, imagery, copyright requirements, scope of work, and sufficient information as required by the Producer’s Designated Representative to reasonably estimate costs. It is understood that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Producer’s Designated Representative.

“COMPLETED PROJECTION DESIGN” is defined as including but not limited to all plots, paperwork, specifications, working drawings, details of projections and system(s) and copyright requirements that the Producer’s Designated Representative needs for detailed costing and execution of the Design.

“APPROVED PROJECTION DESIGN” is defined as the projections and system(s) for the production, including but not limited to the cues, transitions and all pertinent documentation required for the execution of the design, to the satisfaction of the Designer, the appropriate artistic collaborators, and the Producer. In any case, approval is

deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer's residency period, whichever occurs first.

"VENUE AND PRODUCTION INFORMATION" is defined as:

- up-to-date, accurate scale plan and section of stage and the set design, seating areas and ceiling profile (where available), for all venues, with an indication of the location of any scenery or lighting elements that might affect the projection design to the extent that such information is necessary for creating and implementing the projection design. The scale of such information will be specified in the body of the DEC. In the case of joint productions, all information shall be in the specified scale;
- information regarding expected control and delivery system(s); equipment to be used for the projection design (technical specifications, preferred location in venue, available inventory or rental budget); and the human, financial and physical resources available to the Production.

Sound Definitions:

"SOUND" shall include but not be limited to: the selection of the location, orientation, type and quality of electronically reproduced and enhanced sound and sound equipment to be used in the Production and the placement and duration of all sound cues and aural effects to be used in the Production, in consultation with the Director and the Composer, if any.

"PRELIMINARY SOUND DESIGN" is defined as including a description of the basic approach to the use of sound in the Production, a rough inventory of equipment, special rigging, general specifications of any special sound effect devices, pre-production and recording requirements and sufficient further information which is required as determined by the Producer to reasonably estimate costs with the understanding that the Preliminary Design Requirements reflect the discussions among the Designer(s), the Director, the Composer (if any) and the Producer.

"COMPLETED SOUND DESIGN" is defined as including all plots, schedules, specifications, working drawings and tracking sheets, spare parts availability and system performance standards, as set out below that the Producer requires for detailed costing and execution of the Design.

"APPROVED SOUND DESIGN" is defined as the total electronically reproduced and enhanced sound of the Production and all pertinent documentation required for the execution of same, to the satisfaction of the Designer, the Director, the Composer (if any) and the Producer. In any case, approval is deemed to have been reached at the completion of the Opening Performance or the date of completion of the Designer's residency period, whichever occurs first.

"VENUE AND PRODUCTION INFORMATION" is defined as:

- up-to-date, accurate scale plan and section of the stage, seating areas and ceiling profile for all venues indicating permanent loudspeaker positions, line level patch points, microphone level patch points, speaker level patch points and permanently assigned line sets. The scale of such information will be as specified in the body of the DEC. In the case of joint productions, all information shall be in the specified scale;
- detailed system signal flow or block diagram showing installed equipment as well as all inputs, outputs and patch points available.
- up-to-date description of audio equipment including playback devices, microphones, cable, consoles, processors (delays, EQ's, crossovers, compressors/gates, reverbs etc.), amplifiers and loudspeakers.
- information regarding the human, financial and physical resources available to the Production.

XI. SET DESIGN

A) THE DESIGNER AGREES

1. To provide a Set Design which corresponds with the physical layout of the venue(s) and the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Producer.
2. To supply a colour sketch and/or painted working scale model of each set.
3. To co-ordinate and direct the realization of the set(s), in direct communication with the Technical Supervisor, Production Manager, Director, or with any other agent as appointed by the Producer.
4. To supply the Producer with all plans and specifications, sketches, colour samples and detail of surface textures required by the Producer for estimation of costs for the construction and painting of the set(s).
5. To supply the ground plan and section for both Preliminary and Completed Designs in the scale as specified in the body of the DEC. All other drawings will be at the discretion of the Designer.
6. To supply the Producer with all plans and specifications required by the Producer for estimation of cost and/or acquisition and/or construction of all properties, furniture and set decorations.
7. To design and/or supervise special scenic effects including projections, and/or visible transitions, in consultation with the Lighting Designer and the Producer.
8. To select or supervise the selection of all set(s) and properties which are borrowed, rented, purchased, or selected from stock.

B) THE PRODUCER AGREES

1. That the Producer shall retain the right to dispose of materials used in the construction of the set(s) for the Production, but undertakes to ensure that the complete set(s) shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without the prior written consent of the Designer.

That, in the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XII. COSTUME DESIGN

A) THE DESIGNER AGREES

1. To design, or supervise the selection of the costumes which correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Producer.
2. To supply Preliminary Designs and Completed Designs as required for the estimation of cost and construction of all costumes.
3. To co-ordinate and direct the realization of the costume(s) in direct communications with the Wardrobe Supervisor, Production Manager, Director, or with any other agent as appointed by the Producer.
4. To supervise all shopping and be available as herein defined for shopping.
5. To supervise the selection of costumes, or parts thereof, which are borrowed, rented, purchased, or selected from the Producer's stock or performers' personal wardrobe.
6. To be responsible for the supervision of all necessary fittings and alterations, these fittings to be scheduled by the Producer at mutually agreed upon times and locations.
7. To design, select and/or supervise the selection of all accessories, headgear, gloves, footwear, hose, purses, jewellery, umbrellas, canes, fans, masks, etc.
8. To supervise and/or design makeup and hairstyling and to design, select and/or supervise the selection of wigs, hairpieces, moustaches and beards and to provide sketches showing profile, front and back views with colour information as required by the Producer.

B) THE PRODUCER AGREES

1. That the Designer shall be given the opportunity to see each individual for whom costumes have been designed for at least one preliminary and one final individual fitting prior to the first dress rehearsal or photo call, whichever occurs first.
2. That the Producer shall retain the right to dispose of materials used in the construction of the costumes for the Production, but undertakes to ensure that the costume(s) will not be reused or sold, rented, loaned or given to another party for use in another production in the form used pursuant to this Agreement without the prior written consent of the Designer. The provisions of this clause are not intended to inhibit the current industry practice concerning the loaning of individual costumes from one Producer to another across the country.
3. That, in the case of all cast replacements (including emergencies), the Producer will use its best efforts to ensure that the Designer's original costume design is used and the Producer shall endeavour to contact the Designer.
4. That, in the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XIII. LIGHTING DESIGN

A) THE DESIGNER AGREES

1. To design the lighting to correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers and the Producer.
2. To coordinate and direct the realization of the Lighting in direct communication with the Head Electrician, Production Manager, Director, or with any other agent as appointed by the Producer.
3. To provide: a hanging plot drawn to scale showing type and position of all luminaires, luminaire and hookup schedules, full equipment list, additional schedules, specifications and working drawings for colour media, special effects and other items necessary for realization of the Lighting.
4. To maximize the use of the inventory of equipment and colour provided by the Producer. Any additional equipment or colour is to be approved in advance by the Producer.
5. To attend rehearsals as necessary and at least one run-through prior to the first light cueing session.

6. To develop an outline of the cueing format with the Director.
7. To supervise the electrical set-up, to direct the focus of all luminaires and their related hook-up.
8. To set and record the lighting cues and to supervise the execution and operation of the Lighting during technical and dress rehearsals and the first public performance.
9. To be available for consultation until the Official Opening performance of the Production.
10. To provide updated plots, schedules and cues descriptions of the Approved Design.
11. To design and/or supervise special effects including projections, gobos, visible transitions and all practical electrics, in consultation with the other Designers, the Director and the Producer.

B) THE PRODUCER AGREES

1. To provide, for cueing sessions, a painted and roughly-dressed set, available costumes or equivalent and a "light-walker" who, if possible, is familiar with the blocking.
2. That, in the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XIV. PROJECTION DESIGN

The decision to add a separate projection design contract shall be made at the discretion of the Producer in consultation with the appropriate Artistic collaborator(s). This does not exclude the Set or Lighting Designer from or force the Set or Lighting Designer to include projection design in their contract.

A) THE DESIGNER AGREES

1. To design the projections to correspond with the needs and budget of the production, such needs having been defined in discussions with the Director, the other Designers and the Producer.
2. To be responsible to supply the projections to be used in the Presentation based on consultation with other members of the Creative Team.
3. To provide: a list of recommended projection equipment and system(s); information regarding final projector locations, an outline of the cueing, prepared in consultation with the appropriate artistic collaborators; and any other information

related to the successful realization of the Projection Design, including but not limited to the images, sources of images and related copyright requirements.

4. To provide the above information as per the DEC (Schedule 7).
5. To coordinate and direct the realization of the Projection Design in direct communication with the Director, Production Manager, Technical Director, and/or Producer's Designated Representative.
6. That should additional services and or equipment be required, including but not limited to camera operation and editing services, beyond the scope of the Completed Projection Design, a separate rider shall be negotiated between the Producer and the Designer.
7. To attend rehearsals as necessary and at least one run-through prior to the first projection cueing session.
8. To supervise the set-up of the projection system(s).
9. To set the projection cues and to supervise the execution and operation of the Projection Design during technical and dress rehearsals through to the opening performance or the date of the completion of designer's residency period whichever occurs first.
10. To be available for consultation until the Official Opening performance of the Production.
11. To provide updated plots, schedules and cues descriptions of the Approved Design.

B) THE PRODUCER AGREES

1. To provide timely information about the venue, and any physical constraints.
2. To provide cost estimates regarding implementing the proposed Design as per Schedule 1.
3. In consultation with the Designer, to source specialized services and equipment including but not limited to cameras, editing equipment and camera operators as required by the Projection Design.
4. To be responsible for all costs related to the creation and execution of the Approved Projection Design
5. To accept sole legal and financial responsibility to secure rights and clearance from the copyright holder to use any third party materials in the creation of the Projection Design. The Producer agrees to hold the Designer harmless in any

questions of copyright infringement where the Designer has provided the Producer with details of use of the items in question.

6. To reimburse the Designer, upon the presentation and approval of receipts, for out-of-pocket expenses related to the Production, including, but not limited to: media storage, photocopies, printing, long distance telephone charges, materials and services, as agreed in the DEC.
7. To provide adequate time in the technical set-up and rehearsal process for the installation, testing, cuing and integration of all projection design elements into the Production based on the needs of the Production as established in conjunction with the Projection Designer, the Director and other members of the Creative Team.
8. To provide for cueing sessions, a painted and roughly-dressed set, available costumes or equivalent and a “walker” who, if possible, is familiar with the blocking.
9. That the Producer shall retain the right to dispose of materials used in the construction of the projection design for the production, but undertakes to ensure that the complete projection design shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without prior written consent of the Designer.
10. That, in the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XV. SOUND DESIGN

A) THE DESIGNER AGREES

1. To design the Sound to correspond with the needs and budget of the Production, such needs having been defined in discussions with the Director, the other Designers, the Composer (if any) and the Producer.
2. To coordinate and direct the realization of the Sound in direct communication with the Head of the Sound Crew, Production Manager, Director, Stage Manager, Composer, or with any other agent as appointed by the Producer.
3. To provide: a loudspeaker and microphone location plot showing type and position of all components and patching schedules, system signal flow block diagrams, full equipment list, special effects and other items necessary for realization of the Sound.
4. To maximize the use of the inventory of equipment and components provided by the Producer. The purchase or rental of any additional equipment or component is to be approved in advance by the Producer.

5. To attend rehearsals as necessary and at least one run-through prior to the first sound cuing session.
6. To develop an outline of the cue sequence with the Director and Composer (if any).
7. To supervise the system set-up in the production venue, to direct the system testing and adjustment and its related patching and interconnection.
8. To supervise the pre-production and recording of all original music and sound effects.
9. To supply the Producer with sufficient information regarding any material for which performance clearances for copyrighted material may be needed so the Producer may obtain all necessary licensing agreements.
10. To create the final audio content in a format mutually-agreeable to the Composer (if any) and the Producer.
11. To set the sound cues and to supervise the execution and operation of the Sound during sound cueing sessions, technical and dress rehearsals and the first public performance. To be available for consultation until the opening performance of the Production.
12. To provide updated plots, schedules and cue descriptions of the Approved Design as required.
13. To design and/or supervise special effects including special loudspeakers or microphones on the set or in the Producer in consultation with the other Designers, the Director, the Composer (if any) and the Producer.

B) THE PRODUCER AGREES

1. To provide accurate and up-to-date: scale plan and section of the venue(s) stage area and audience seating areas, equipment lists and technical data including a "scale plan" locating all permanently installed sound circuits and mounting positions.
2. To provide accurate and up-to-date: equipment manuals for all sound equipment in the venue(s) and a detailed system signal flow or block diagram showing existing installed equipment as well as all inputs, outputs and patch points available.
3. To provide an up-to-date cast list in the case of a reinforced musical.
4. To keep all sound equipment in good repair and reliable, serviceable condition.
5. For the cuing and if possible system tuning sessions to provide the majority of the set as it is expected to be during actual performances.
6. To provide a rehearsal script or a working draft or an outline indicating the

parameters of the design in a timely manner. In the case of a reinforced musical the script must be clearly legible and preferably available in an editable digital format.

7. When provided with the necessary information by The Designer, to arrange for performance clearances of all copyrighted material (including music) and to complete all necessary royalty agreements.
8. That, in the event that any of the provisions of the above clauses are perceived to have been violated, the joint standing and mediation procedure herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.
9. That the Producer shall retain the right to dispose of materials used in the construction of the soundscape(s) for the production, but undertakes to ensure that the complete soundscape(s) shall not be re-used, or sold, rented, loaned or given to another Party for use in another production in the form used pursuant to the Agreement without the prior written consent of the Designer.
10. That, in the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XVI. PROFESSIONAL FEES

For Productions which fall under the criteria for DEC I, the Minimum Professional Fees for Design Services are indicated in Appendix A, expressed on the basis of the CAEA House Categories.

For Productions which fall under the criteria for DEC II, an agreed share of the profits, over and above the Minimum Professional Fees for Design Services as per Appendix A, is to be included as a rider to the Contract.

In Profit Share Agreements, the Designer or his/her agent shall have access to financial records, as requested.

In either case, the rates listed in Appendix A are minimums and are to be used as the basis of good faith negotiation between Producers and Designers (and/or their representatives) of compensation appropriate to the specific design requirements of the production.

The establishment of minimum fee rates as listed in Appendix A shall not limit the Designer's right to negotiate fees above those minimums and to take into account the scope and scale of the production and in consideration of the human, financial, and physical resources of the Producer.

Professional Fees are with respect to the Designer's creative contribution to the production, the conception of the design and the work associated with the execution of

the design, including but not limited to drawings, sketches, maquettes, plans and specifications, supervision of shopping and consultation and/or supervision of the execution of the designs work by production staff or contractors.

The Designer shall not be required, as a condition of engagement, to perform work which would normally be done by production staff and/or craftsmen.

It is agreed that the Designer must be provided with the following Production Information prior to agreeing to design a Production and/or negotiating a fee for design services:

- the name of the Director or Choreographer or Musical Director or person otherwise designated as the leader of the Creative Team;
- the nature of the Production as envisioned by the Producer and the Director or person otherwise designated as the leader of the Creative Team;
- any other requirements of the Production;
- details of the proposed Production budgetary allocations;
- details of technical and production equipment and services allocated to the Production;
- planned Production schedules;
- special requests with respect to scenic models, costume sketches, production and technical drawings,
- plans for crewing of the proposed Production;
- proposed length of run of the Production;
- venue name and Category as per CAEA
- and any particular and relevant artistic policies of the Producer.

Subsequent to the engagement of the Designer, the Designer will be informed at the earliest possible opportunity of all major changes in creative personnel, Production and rehearsal schedules, major casting, budgets, scenery, lighting, costuming and sound.

In the event that, after the Preliminary Designs have been approved, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative process and for which the Producer requires re-Design or additional designs, the Producer shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.

In the event that, after the Completed Designs have been approved by the Producer, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative process or the Producer requests additional designs, drawings or additional time, other than that needed for the execution of the Completed Design, the Producer shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.

An additional fee or royalty for any extension beyond the proposed run of the production whether or not such an extension is envisaged shall be negotiated at the time of the Designer's engagement. The final date of the proposed run shall be the final performance as first advertised to the public. The negotiated royalty shall be not less than 1% of the Designer's negotiated contractual fee per performance (plus GST/HST if applicable).

The Minimum Professional Fees for Design Services are included as Appendix A and may be updated annually.

XVII. DISPUTE RESOLUTION PROCESS

When a Designer and a Producer are in disagreement concerning the interpretation or application of the Agreement, the parties are encouraged to attempt to resolve the issue between them. If the Designer and the Producer cannot reach a resolution, either of the parties may send the other party written notice describing the failure or breach and the actions necessary to resolve it. The Producer or the Designer in receipt of this letter will have five (5) business days to resolve the matter or, if there continues to be a disagreement, give a written response explaining their position.

If the parties cannot reach a resolution with respect to their rights and obligations pursuant to the Agreement, a representative or representatives of ADC may be called in, at the discretion of the either Party, to work with the Designer and the Producer and attempt come to a mutually agreeable resolution between the parties.

Within five (5) business days of receiving notification, the ADC Executive Director or a designated representative shall arrange to meet with the parties, to mediate or otherwise reach a resolution.

If this process fails, the matter may be determined by arbitration, or brought by either Party to Small Claims Court or other legal avenues as appropriate.

If arbitration is chosen as the course of action, a single Arbitrator shall be jointly selected by the Parties. In the event that one of the Parties shall suggest, in writing, a Arbitrator and the other party shall fail to confirm such suggestion and/or fail to name a Arbitrator, in writing, for consideration within fourteen (14) days after notice of the first suggestion, then such other party shall be deemed to be in default and for all purposes to have accepted the appointment of the Arbitrator first named. A decision of the single Arbitrator shall be final and binding upon all parties. The Arbitrator's compensation and expenses shall be borne equally by the Designer and the Producer.

It is further understood and agreed that there shall be no work stoppage during the course of the mediation / arbitration process unless both Parties agree.

XVIII. DURATION AND RENEWAL

The ADC Standard Terms and Conditions for Independent Producers and ADC Designers shall become effective June 15, 2013 and shall remain in full force and effect until ADC issues a revised Standard Terms and Conditions, at which time this document shall become null and void.

Any Revised ADC Standard Terms and Conditions for Independent Producers and ADC Designers such document to be made available to ADC members automatically and to Producers normally upon request.

APPENDIX A – SCHEDULE OF PROFESSIONAL FEES AND INSURANCE PREMIUMS

The following table indicates the Minimum Fees and Insurance Premiums for Design Services June 15, 2013 to June 30, 2016.

The rates listed are minimums and are to be used as the basis of good faith negotiation between Producers and Designers (and/or their representatives) of compensation appropriate to the specific design requirements of the production. The establishment of this Schedule shall not limit the Designer's right to negotiate fees above the minimums and to take into account the scope and scale of the production and in consideration of the human, financial, and physical resources of the Producer.

The final date of the proposed run shall be the final performance as first advertised to the public.

An additional fee or royalty for any extension beyond the proposed run of the production shall be negotiated at the time of the Designer's engagement, whether or not such an extension is envisaged. The negotiated royalty shall be not less than 1% of the Designer's Total Design Fee per performance (plus GST/HST if applicable).

Unless otherwise agreed by ADC, fees shall be based on the Canadian Actors Equity Association (CAEA) categories, under which performers are engaged for the production.

The following rates and subsequent negotiated fees shall be based on the year (July 1 to June 30) in which the opening of the production occurs.

Effective July 1, 2014

Insurance Premium per Design Engagement Contract **\$55.00**

	CAEA Categories							Contract II Profit Share
	A	B	C	D	E	F	G	
SET	\$5,541	\$4,795	\$4,269	\$3,656	\$3,178	\$2,529	\$1,730	\$865 plus agreed share
COSTUMES	\$5,541	\$4,795	\$4,569	\$3,656	\$3,178	\$2,529	\$1,730	\$865 plus agreed share
LIGHTING	\$4,547	\$3,744	\$2,961	\$2,493	\$2,106	\$1,875	\$1,473	\$736 plus agreed share
PROJECTION	\$4,547	\$3,744	\$2,961	\$2,493	\$2,106	\$1,875	\$1,339	\$670 plus agreed share
SOUND	\$4,547	\$3,744	\$2,961	\$2,493	\$2,106	\$1,875	\$1,339	\$670 plus agreed share

Effective July 1, 2015

Insurance Premium per Design Engagement Contract **\$60.00**

	CAEA Categories							Contract II Profit Share
	A	B	C	D	E	F	G	
SET	\$5,708	\$4,938	\$4,397	\$3,766	\$3,283	\$2,605	\$1,783	\$891 plus agreed share
COSTUMES	\$5,708	\$4,938	\$4,397	\$3,766	\$3,283	\$2,605	\$1,783	\$891 plus agreed share
LIGHTING	\$4,684	\$3,856	\$3,050	\$2,567	\$2,170	\$1,931	\$1,517	\$759 plus agreed share
PROJECTION	\$4,684	\$3,856	\$3,050	\$2,567	\$2,170	\$1,931	\$1,379	\$690 plus agreed share
SOUND	\$4,684	\$3,856	\$3,050	\$2,567	\$2,170	\$1,931	\$1,379	\$690 plus agreed share

Effective July 1, 2016

Insurance Premium per Design Engagement Contract **\$65.00**

	CAEA Categories							Contract II Profit Share
	A	B	C	D	E	F	G	
SET	\$5,879	\$5,087	\$4,529	\$3,879	\$3,382	\$2,683	\$1,836	\$918 plus agreed share
COSTUMES	\$5,879	\$5,087	\$4,529	\$3,879	\$3,382	\$2,683	\$1,836	\$918 plus agreed share
LIGHTING	\$4,824	\$3,972	\$3,142	\$2,644	\$2,234	\$1,989	\$1,563	\$781 plus agreed share
PROJECTION	\$4,824	\$3,972	\$3,142	\$2,644	\$2,234	\$1,989	\$1,421	\$710 plus agreed share
SOUND	\$4,824	\$3,972	\$3,142	\$2,644	\$2,234	\$1,989	\$1,421	\$710 plus agreed share

APPENDIX B - PRODUCTION PHOTOGRAPHS

The following Memorandum of Understanding was signed by CAEA and ADC July 8 2010



Memorandum of Understanding

The parties to this Memorandum of Understanding are Canadian Actors' Equity Association (CAEA) and the Associated Designers of Canada (ADC).

As both parties seek to enhance and promote theatre in Canada to the benefit of the art form and all artists involved, and as both parties respect the importance of documenting Canadian theatre, the purpose of this Memorandum of Understanding is to clarify the position of the parties with respect to the taking of and use of production photographs by members of ADC.

Canadian Actors' Equity Association is party to several agreements with associations of producing companies and/or individual producing companies. Those agreements (such as the ITA, opera and dance agreements) contain clauses which recognize the importance of photographs as a part of the activity of producing companies. Those articles are generally with respect to the taking and the use of Photographs by the Theatre and various conditions under which permissions are required of the performing artists and under which the performing artists may be compensated for the use of photos.

While those articles clarify many situations relating to use of photographs and indicate that the word "Artist" includes "other artists whose artistic contribution to the production is represented in the photograph", the articles do not clearly identify specific concerns of the Designers.

Therefore, the parties agree that, notwithstanding the terms of those articles, CAEA agrees that affected members may waive any applicable fees under the applicable agreement or policy, and Designers may independently arrange to have photos taken, or to use the Company's Production Photographs, for the purposes of recording and promoting their contribution to the production, under the following conditions relating to the publication of said photographs:

1. Photos may be used for promotion of the Designer through portfolio or website without permission of or payment to the Artists.
2. Photos may be used for academic purposes without permission of or payment to the Artists.

3. Photos may be used in publications and exhibits relating to the Designer or to Stage Design without permission of or payment to the Artists.
4. For photos relating to set, lighting and projection design and which are considered “full stage” images, there is no requirement to credit the artists appearing in the photo.
5. For “medium to close-up” photos (*primarily featuring costume designs*) in which five or fewer artists are featured, the Designer and/or Publisher and/or Curator will use best efforts to obtain permissions from the artists and to credit the artists adjacent to the photograph or in an accompanying appendix.
6. Permission of the artists, or those acting on the artists’ behalf, is required for any publication of photographs involving semi-nudity, nudity or children.

CAEA will distribute this information to its member performers through stage-managers and deputies. The ADC will distribute this information directly to all ADC members.



PREAMBLE

- The “Design Engagement Contract for Artists’ Collectives” is the response by the ADC to the evolving needs and producing models of the Canadian theatre community.
- The ADC Agreement operates similarly to the CAEA “Artists Collective Policy” based on “the fundamental tenets of group decision making and agreed-upon revenue sharing. All participants (e.g. performers, stage managers, directors, fight directors, choreographers, designers, playwrights etc.) in an Artists’ Collective Policy activity/production form the “collective.”
- A collective may decide to delegate a specific responsibility or authority to a member of the collective; however, every collective participant is a full and equal business and legal partner.
- All participants equally and cooperatively manage, control and are responsible for the business and affairs of the collective.”

1. ELIGIBILITY

In order to access the Artists’ Collective Policy each member of the collective acknowledges the following:

- (A) An Artists’ Collective Policy activity/production may only be produced by individuals, groups of individuals, and ad-hoc theatre companies. An ad hoc theatre company is one that is not incorporated or a legal entity or receiving operating funding. An ad hoc company is not a regular, commercial or associate member of PACT.
- (B) Co-productions with Producers who otherwise engage Designers under one of ADC’s other agreements are not permitted.
- (C) Established theatre managements/engagers are not permitted to “host” an Artists’ Collective Policy activity/production, or present them as part of a season.
- (D) No defaulting engager may participate in an ADC-approved Artists’ Collective Agreement activity/production.
- (E) A collective may only enter into an agreement for any services with an established theatre company/engager for venue, front of house, and technical services. Payment for services may be by levy against box office revenues.
- (F) Each member of the collective agrees to participate in the activity on the basis of payment from a fair division of net revenues (profit). The collective participants shall sign an agreement with respect to the distribution of profits (revenues after expenses) to 1) fairly reflect individual participants’ contributions to the artistic activity/production, or 2) as an equal distribution to each and every member.
- (G) The Artists’ Collective Policy provides for no guarantee of payment of any kind to any participant in the collective. The collective must retain revenues from the artistic activity/production.
- (H) The collective participants must agree to a timetable for the reconciliation and disbursement of profits.

2. GENERAL PROVISIONS

- (A) ADC members undertake activities under the Artists' Collective Policy at their own risk as ADC cannot guarantee any fees or working conditions.
- (B) Minimum fees and standard working terms and conditions do not apply to any artistic activities facilitated under the Artists' Collective Agreement.
- (C) ADC members should not provide any service without negotiating the terms of the Artists' Collective Agreement and without the Insurance Fee having been paid to ADC.
- (D) ADC members have the right to refuse to work in conditions which they deem to be unsafe or unsanitary.
- (E) The Designer shall have the Right of First Refusal for any future development of reiteration on the production.
- (F) The Designer reserves the right to paternity, integrity and intellectual property of the work performed as part of this Agreement, and thus reserves the right to have his/her name listed as the designer for all incarnations using the whole or recognizable part of the design unless he/she chooses otherwise, and the choice must be offered in advance. The Collective shall not have the right to assign, lease, sell, license or otherwise use the directly or indirectly, any of the Designs in live performance, or any other image recording or transmission process now or herein-after invented, except as specified in this Agreement, without requesting permission and negotiating a royalty payment. Preceding terms are for use of 100% of the Design only. The terms for the use of any recognizable portion of the Design are to be negotiated separately.
- (G) ADC views issues regarding paternity, integrity and intellectual property of the designer's work as aspects of the highest value and will support its members in upholding these rights.
- (H) Should the Production be re-mounted or hired to a new company or venue, a new ADC Independent Theatre or ADC PACT contract shall be negotiated.
- (I) Recordings, defined as either audio, moving or still images, may be used for archival, publicity, or promotional purposes. Any further use of recordings is prohibited without the written permission of the Designer.
- (J) ADC will not provide legal assistance nor engage in dispute resolution for Artists' Collective Agreements except in cases where there is a breach of Articles 2(F) and 2(G).
- (K) The ADC Design Engagement Contract for Artists' Collectives takes effect on 1 July, 2013. ADC reserves its right to re-evaluate, amend, and/or modify the Artists' Collective Agreement at any time.

3. FILING THIS AGREEMENT

- (A) Each member of the Artists' Collective, including ADC members, should retain a completed copy of the Design Engagement Contract for Artists' Collectives.
- (B) A completed Design Engagement Contract for Artists' Collectives (see reverse) must be filed with ADC at least thirty (30) days prior to the start of rehearsals. There is no "filing fee" for Artists' Collective Contracts.
- (C) At time of filing to ADC, the Design Engagement Contract for Artists' Collectives must be accompanied by payment of an insurance premium of Fifty Dollars (\$50.00) for each and every ADC Designer involved in the artistic activity/production.