

AGREEMENT dated **DATE 2012** by and between **Producing company name** New York Company, LLC (“Producer”), c/o **Their c/o Name if any**, 69th Floor, New York, NY 10001 , and **Your Company name** f/s/o **You** (“Sound Designer”), **your lawyer or agent** with regard to Sound Designer’s services to the musical ‘**Show Title**’ (the “Play”).

1. Engagement: Producer hereby engages Sound Designer to design the sound for the Play and Sound Designer hereby accepts the engagement upon all the terms and conditions set forth herein.

1.1. Schedule: The schedule for the Play is as follows: first rehearsal will take place on **Date 2012** in New York; a first preview of the Play in **City** at the **Theatre** on or about **DATE 2012** with performances continuing through **DATE 2012**; a first preview of the Play in New York on or about **DATE 2012** with an official opening of the Play in New York on or about **DATE 2012**.

1.2. Exclusivity: Although Sound Designer's services to the Play will be non-exclusive, Sound Designer represents and warrants that any other commitments of Sound Designer shall not interfere with the full and timely performance of Sound Designer's obligations hereunder.

2. Fee: In full consideration of Sound Designer's rendition of services as herein provided, and in consideration of Sound Designer's compliance with his obligations, Producer agrees to pay Sound Designer and Sound Designer agrees to accept:

2.1 Fee: A non-returnable, non-recoupable fee in the amount of **00000 Dollars (\$0000)**. The above compensation shall be considered total compensation for all work done by Sound Designer hereunder, including but not limited to time spent on lists, drawings, pre-production meetings, rehearsals, and previews. The fee shall be payable as follows: (i) **00000 Dollars (\$0000)**. upon the signing of this Agreement; (ii) **00000 Dollars (\$0000)**. on the first day of sound pull in the shop; (iii) **00000 Dollars (\$0000)**. upon the first paid public performance; (iv) **00000 Dollars (\$0000)**. on the first day of load-in into the New York theatre.

3. Additional Weekly Compensation:

The various ways this is addressed

This can be done with a Fixed weekly.

This can be done with a Fixed weekly with a percentage increase after a certain period

This can be done with a Fixed weekly raising to a higher level after recoupment and and again after further recoupment.

A percentage of the GWBOR(Gross Weekly Box Office Receipts) or NAGWBOR (Net Adjusted Gross Weekly Box Office Receipts) These are really the same as GWBOR always deducts costs and fees etc. See section 3.d below.

A percentage of points from the Net Royalty pool

And also something like this.

a) Commencing with the first paid public performance of the Play in and continuing for all performances of the Play in **City**, Designer shall receive additional weekly compensation (“AWC”) in the amount of **00000 Dollars (\$0000)**. per week for each week of paid public performances in **City**

b) Commencing with the first paid public performance of the Play in New York, Designer shall receive a guaranteed minimum additional weekly compensation (“AWC”) in the amount of **00000 Dollars (\$0000)**.) per week; plus

i) In any week in which the Net Adjusted Gross Weekly Box Office receipts for the Play exceed One Million Dollars (\$1,000,000.00), Designer shall receive an additional **00000 Dollars (\$0000)**. for each One Hundred Thousand Dollars (\$100,000.00) in excess of One Million Dollars (\$1,000,000.00) of Net Adjusted Gross Weekly Box Office receipts for the Play, if any.

c) Commencing in the week following recoupment of the Play, Designer shall receive a guaranteed minimum additional weekly compensation (“AWC”) in the amount of **00000 Dollars (\$0000)**. per week; plus

i) In any week in which the Net Adjusted Gross Weekly Box Office receipts for the Play exceed One Million Dollars (\$1,000,000.00), Designer shall receive an additional **00000 Dollars (\$0000)**. for each One Hundred Thousand Dollars (\$100,000.00) in excess of One Million Dollars (\$1,000,000.00) of Net Adjusted Gross Weekly Box Office receipts for the Play, if any.

d) As used herein, "Net Adjusted Gross Weekly Box Office Receipts" shall mean all receipts from all sources derived from the sale of tickets to the Play after the deduction of all applicable Federal and other admission taxes and similar taxes, if any, which may be now or hereafter imposed by any governmental authority upon admissions, any reasonable and customary fees or commissions paid in connection with theatre parties, group sales, benefits, credit card organizations, automated ticket distribution and remote box office; any amount equivalent to the former 5% New York City amusement tax, the net proceeds of which are actually paid over to the pension and welfare funds of the various theatrical unions; any facility fees, taxes, and/or fees (i.e. League Dues) retained by the local theatre; any amounts received for Actors Fund benefit performances which are paid over to the Actors Fund and/or Broadway Cares/Equity Fights Aids, and any PST, GST, VAT or similar taxes actually paid by Producer and not refunded or credited, customarily levied in cities and countries in North America, If any box office receipt participant receives a more favorable definition of Adjusted Gross Weekly Box Office Receipts, Designer shall likewise receive such definition.

e) Such AWC is based on an eight performance week and shall be prorated for weeks in which there are fewer than eight (8) performances. Sound Designer agrees to waive, reduce, or defer AWC to the same extent the author and all other creative team members agree to reduce, waive, or defer their AWC if requested by Producer.

f) All payments of AWC shall be remitted or mailed via first-class mail within seven (7) days after the conclusion of each week of performances for which applicable (14 days outside of New York City and 21 days outside of North America), and shall be accompanied by a box office statement in customary form setting forth actual GWBOR for all performances given during the applicable week, which shall be signed by Producer or its duly designated representative, and countersigned by the treasurer or assistant treasurer of the theatre

4. Initial Design Date: Designer will submit to Producer a completed set of initial designs no later than **December 21st 2012**

5. Transportation and Per Diem: When Designer is required by Producer to be outside the New York metropolitan area in connection with the Play, Producer will provide business class round-trip air transportation from New York City (including ground transportation to and from each airport) **When you cannot get this you need to ask for Business class on travel time longer than 3 hours (or whatever hours you negotiate) plus a per diem of 0000 Dollars (\$0000). per day (\$0000 per day in Los Angeles and £0000 per day in London; plus a car in Los Angeles or other such location where it is mutually agreed that the use of an automobile is reasonably necessary for local transportation – i.e., Houston, Las Vegas, etc., including minimum insurance and basic business-related expenses such as gas, parking, and tolls).** If any other Designer receives a more favorable per diem or travel arrangements, so shall Sound Designer.

This is a great paragraph to use favored nations to all other designers

6. Assistants: Producer shall provide Designer with the services of an assistant at a salary and schedule that are mutually agreed. **Discuss this with your assistant/associate. This area gets touchy depending on your assistants abilities and then do they have to be on Union contract if they program. We should really start requesting a programmer for our shows as well as the assistant. Also we should ask for a production sound position. This is asking nothing more than the lighting team. Right now these should not be in your contract, as you will never get it signed even though you may have these positions.**

See next line below

7. Budgetary Constraints: Sound Designer acknowledges that Producer is working under a strict budget. If the bids from acceptable sound shops and any additional work which is contemplated are not within Producer's budget, Sound Designer agrees to modify his design so that it is within the budget. Sound Designer agrees to use his best efforts to abide by the budget set by the Producer. Sound Designer acknowledges that the Producer's budget includes the sale of all available seat locations in the theatre. Sound Designer agrees that should Sound Designer's design require the elimination of any such seat locations, Producer shall have final approval of the location of the sound board in the theatre, and Sound Designer agrees to modify his design to accommodate an alternate sound board location. Producer agrees to meaningful consult with Sound Designer with regard to the placement of the Sound Board in the theatre.

This paragraph is asking for trouble. You do not have Audio Shop rental fee control. You do not have RF/body mic count as directed, choreographed and composed require and you do not have orchestration control. Otherwise this would be OK ish

8. Billing: Designer shall be provided with billing immediately following the billing provided to the Lighting Designer in the Playbill program on the title page and wherever and

whenever other designers are billed in the same size and type print as the other designers. Such billing shall be substantially as follows:

Sound Design by
Your name

8.1. Run-On Billing: Producer, at its sole discretion, shall have the right to use so-called “run-on” billing for any advertising and/or publicity connected with the Play, in which case Sound Designer’s billing shall not be on a particular line, but shall be in fourth position within the designer billing.

8.2. Repeat Billing: Wherever credit is accorded in connection with the Play in so-called “repeat” billing, Sound Designer’s billing may appear in the repeat only.

8.3. Bio: Sound Designer’s biography shall appear in the biography section of Playbill for each production designed by Sound Designer, and biography shall be subject to Sound Designer’s approval (subject to space limitations), prior to printing, said approval not to be unreasonably withheld.

8.4. No casual or inadvertent failure to comply with billing requirements shall be deemed a breach of this Agreement provided that said failure can be and is not rectified prospectively following Producer’s receipt of written notice.

9. Ownership of Designs: All rights in and to the design as conceived by the Sound Designer hereunder (including without limitation any sound effects created by Designer) shall be, upon its creation, and will remain, the sole and exclusive property of the Sound Designer, it being understood, however, that the Producer and its licensee(s) shall have a perpetual and irrevocable license to use such designs in any production of the Play for which Sound Designer is entitled to receive a payment under this agreement or under the uses of in Paragraph 10 hereunder.

9.1. Right of First Refusal: **You are looking for Worldwide Rights and when that does not work you should try to associate the territories along with the Producer’s rights or even the Director’s work being recreated.**

If more than one first class company of the Play is produced by Producer in the United States, Canada, Australia or London, then with respect to each such additional company, Sound Designer shall have the right of first refusal to design the sound for such company. Compensation for such additional companies shall be as described below:

9.2. If Sound Designer elects to design the sound for any additional first class production in the United States or Canada produced by Producer, Producer shall pay Sound Designer 1) the full fee in Paragraph 2. above and 2) no less than the guaranteed minimum AWC with comparable increments per paragraph 3 above, subject to negotiation in good faith. Sound Designer agrees to waive, reduce, or defer AWC to the same extent the author and all other creative team members taking part in such production agree to reduce, waive, or defer their AWC if requested by Producer.

9.3. If Sound Designer elects to design the sound for any first class production in London produced by Producer, Producer shall pay Sound Designer 1) the full fee in Paragraph 2. above and 2) no less than the guaranteed minimum AWC, with comparable increments per paragraph 3 above, subject to negotiation in good faith. Sound Designer agrees to waive, reduce, or defer AWC to the same extent the author and all other creative team members taking part in such production agree to reduce, waive, or defer their AWC if requested by Producer.

9.4. If Sound Designer elects to design the sound for any first class production in Australia produced by Producer, Producer shall pay Sound Designer the 1) no less than seventy five percent (75%) of the fee in Paragraph 2. above and 2) no less than the guaranteed minimum AWC with comparable increments per paragraph 3 above, subject to negotiation in good faith. Sound Designer agrees to waive, reduce, or defer AWC to the same extent the author and other creative team members taking part in such production agree to reduce, waive, or defer their AWC if requested by Producer.

9.5. If any additional production encompasses more than one territory described above but such production is not a separate production but a tour stop for a pre-existing company, Sound Designer will not receive a separate fee payment for such production.

9.6. Producer represents and warrants that the rights of first refusal accorded to Sound Designer hereunder are and will be no less favorable than those accorded by Producer to any other designer of the Play. For the avoidance of doubt, the use by Producer of any of Sound Designer's designs (including without limitation sound effects) in a given production of the Play produced or authorized by Producer (or any affiliate thereof) shall entitle Designer to the applicable compensation under this paragraph 9.

10. Uses in Other Media: Sound Designer's designs may be used by Producer in connection with excerpts of Producer's production of the Play, without compensation to Sound Designer in connection with (a) an archival taping or filming or documentary or opening night special on "The Making of "Show Title" (b) television, radio, and computer commercials for the Play; (c) newscasts and reviews; (d) performances on talk and/or variety shows; (e) live promotional appearances, including appearance at the Macy's Thanksgiving Day Parade; and (f) QVC or Home Shopping Network-type shows; (g) awards ceremonies; and (h) internet uses. The foregoing exemptions are predicated on the condition that Producer receive no compensation other than out of pocket expenses, and that no other personnel hired by Producer (excluding performers and other union personnel) receive compensation in connection with such appearances or audio-visual recordings. Except as set forth above, no use of Sound Designer's design, sketches, models, or drawings or work product of Sound Designer shall be made in any other media whatsoever without Sound Designer's approval, except for Producer's stage productions of the Play or any productions authorized by Producer in which Sound Designer has agreed to design or has separately authorized in writing the license of his designs (including without limitation his sound effects), and except that they may be reproduced in any souvenir programs for the Play, and in magazine, newspaper, television, or poster advertising of the Producer's stage production provided the Producer shall arrange for proper credit to be given to the Sound Designer in connection with all such reproductions. Producer shall not make available to any third party any of Sound Designer's plans, sketches, models, drawings, or any other work product of Sound Designer without Sound Designer's prior written approval.

11. Out of Pocket Expenses: Producer will reimburse Sound Designer for reasonable and necessary out of pocket expenses and purchases made for the Play, including, for example, petty cash, long distance telephone, printing, and taxis (local and to and from airports). Receipts shall be submitted to Producer by the 10th of each month following the expenditure. Any expenses in excess of \$500 require prior approval from the Producer or Producer's representative.

12. House Seats: Producer will provide Sound Designer with one (1) pair of house seats in the orchestra (except for theater parties and benefit performances which are essentially sold out, Tony Voter performances, and Critics Performances at the time of the official New York opening). Tickets for such house seats for performances on Monday, Tuesday, Wednesday, and Thursday shall be held for Designer's purchase until 6:00 P.M. one week preceding the day of the performance in the case of evening performances, and until 12:00 noon one week preceding the date of the performance in the case of matinee performances. Tickets for such house seats for performances on Friday, Saturday, and Sunday shall be held for Designer's purchase until 6:00 P.M. two weeks preceding the day of the performance in the case of evening performances, and until 12:00 noon two weeks preceding the date of the performance in the case of matinee performances. Sound Designer acknowledges and agrees that the theatre tickets made available hereunder cannot, except in accordance with the regulations promulgated by the Office of the Attorney General of the State of New York, be resold at a premium or otherwise, and that complete and accurate records will be maintained by him, which may be inspected at reasonable times by a duly designated representative of Producer and/or the Attorney General of the State of New York, with respect to the disposition of all tickets made available hereunder.

a) For the official New York opening, in addition to the one (1) pair of house seats listed above, Sound Designer shall have two-(2) additional pair of best available seats which shall be complimentary, which shall be accompanied by Six-(6) party passes. Producer will provide best efforts to make additional tickets available for purchase by Sound Designer.

Problem here is where are the seats allocated. Try to request that seats are to be located in the Orchestra center section between rows F and row M ... for example.

13. Right to Abandon: Producer shall have the right at any time to abandon the production of the Play. In the event Producer exercises such right, Sound Designer shall retain any and all monies paid to date and be reimbursed for any out of pocket expenses owing and, in the case of abandonment, Producer shall bear no further liability with respect to Sound Designer's services except to the extent required by Local 1 IATSE. In case of a significant postponement and dependent upon its length, Producer and Sound Designer shall mutually agree as to Sound Designer's continued participation in the Play.

14. Warranties and Indemnification: Sound Designer represents and warrants that his contributions to the Play are original with Sound Designer or in the public domain and that use of said contributions by Producer and its licensees shall not violate the contract, property, or other rights of any third party. Sound Designer agrees to indemnify and hold harmless Producer and Producer's licensees, principals, agents, employees, and assigns from and against any and all liabilities, losses, costs, and expenses (including reasonable attorney fees) arising out of any claim made with respect to any breach or nonperformance of any warranty, representations, agreement, or undertaking of the Sound Designer under this Agreement.

15. Indemnification: Producer acknowledges that Sound Designer is responsible for the audio aspects of the production only, and it is understood that the specifications of Sound Designer's designs relate solely to the Sound Design of the Play and not to matters of safety. Sound Designer agrees to make prompt correcting alterations to any specifications found to be incompatible by Producer with proper safety precautions. Producer will indemnify, defend, save and hold the Sound Designer, his heirs, executors, administrators, and assigns harmless from and against any and all liability, charges, costs, expense claims and/or other loss, including reasonable attorney fees, whatsoever which they may suffer by reason of the designs furnished hereunder. Producer agrees to carry adequate comprehensive general liability insurance, naming Sound Designer as an additional insured, applicable to any claims that might arise due to any work performed under this Agreement. Sound Designer shall be furnished with a certificate of such insurance.

16. Notices: All notices hereunder shall be personally delivered or sent by registered or certified mail, Return Receipt Requested, or prepaid telegram, facsimile with a confirmation copy by mail, addressed as follows:

TO DESIGNER: **Sound Designer**
 Your Address

with a simultaneous copy to:
 Your Lawler or agent
 Their Address

All notices so sent shall be deemed given on receipt.

17. Assignment: This Agreement shall be personal and non-assignable as to Sound Designer (except Sound Designer shall have the right to assign his rights to any corporation of which he shall be the sole shareholder). Producer shall have the right to assign any or all of its rights hereunder to any person, firm, partnership, venture, or corporation without limitation, provided such assignee assumes Producer's obligations hereunder and provided that Producer shall not thereby be released of its obligations hereunder unless such assignment is to a limited partnership or joint venture formed to produce the Play on behalf of Producer. This Agreement shall be binding on and inure to the benefit of each of the parties hereto, their respective heirs, successors and assigns, except that Sound Designer's services are personal and non-assignable, except as expressly provided herein

Here the question of you dying kicks in
This is where assignment of your royalty to your Estate or Family should stated as above.

18. Miscellaneous:

18.1. Producer shall have no obligation to produce or present the Play.

18.2. Waiver of Breach: No waiver by either of the parties hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or condition.

18.3. Arbitration: Any controversy or claim arising out of or relating to this Agreement shall be settled per the arbitration procedure set forth in the Local 1 IATSE – League of American Theatres and Producers Collective Bargaining Agreement governing this Agreement.

18.4. Controlling Law: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

18.5. Integration: Any and all prior understandings and agreements between the parties are merged within this Agreement, which alone sets forth the understanding of the parties.

18.6. Modification: This Agreement may not be changed or terminated orally. No changes may be made except in writing signed by both parties.

18.7. Headings: Paragraph headings are inserted into this Agreement for convenience only, and shall not be construed to be a part of the Agreement.

18.8. Designer shall have the right of approval of other member(s) of the sound design team and the production sound engineer. Designer shall have 48 hours to approve the foregoing beginning on Designer’s receipt of Producer and/or general manager’s written notice thereof. Failure of Designer to approve within such time period shall be deemed approval of such element. No changes shall be made to Designer’s designs without Designer’s prior written consent.

19. Local 1 IATSE Or your Union/Local Producer and Sound Designer mutually agree that the terms of the Basic Collective Bargaining Agreement between the League of American Theatres and Producers and Theatrical Sound Designers, Local 1 , IATSE (the “Basic Agreement”) shall apply to the engagement of Sound Designer and shall be incorporated by reference into this agreement, provided that if there is a conflict between the terms of this agreement and the terms of the Basic Agreement, the terms more favorable to Sound Designer shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Producing company name

By: _____
Your General Manager or Producer

Your Company name

By : You
Your Company

Your Company name (LLC/Corporation); (Fed. ID# _____) acknowledges that it is executing this contract as an independent contractor and shall perform and discharge all obligations imposed under all Federal, State or Local laws, orders and regulations in connection with the services of Sound Designer furnished by Corporation to the Producer. Sound Designer further agrees that in the event Corporation shall fail to perform any of its obligations under the Agreement or shall dissolve or otherwise cease to exist, thereupon another entity having the right to the services of the undersigned shall be substituted for Corporation, or if there is no such entity, then Sound Designer shall be deemed bound by the provisions of the Agreement as a direct party to said Agreement.

Your Company name

Producer's Company name

By: _____
You

By: _____
General Manager or Producer

In order to induce the Producer to enter into the contract dated March 16, 2007 with Corporation, the undersigned certifies that the undersigned has read and approved all the terms and conditions of said contract, and agrees to perform his services, as Sound Designer for '**Show title**' in accordance with the same force and effect as though the undersigned had entered into this contract with the Producer.

ACCEPTED AND AGREED by:

You