

THIS AGREEMENT is made on ___/___/___

BETWEEN

(1) [] of [] (“the Producing Organization” which expression shall include its successors in title and assigns); and

(2) [Brandon Lettow] of [] (“the Scenic Designer and Technical Director”).

WHEREAS:

The Producing Organization wishes to engage the Scenic Designer and Technical Director to render his/her services to realize the set for the Producing Organizations production of the dramatic work entitled (“ ”) (“Music and Lyrics ”) to be performed at the on .

NOW IT IS HEREBY AGREED as follows:

1.ENGAGEMENT

The Producing Organization hereby engages the Scenic Designer and Technical Director and the Scenic Designer and Technical Director’s engagement hereunder shall commence upon the start of pre-production and shall continue until the set is complete.

The Producing Organization will have the services of the Scenic Designer and Technical Director for a period of Two weeks. Furthermore the Scenic Designer and Technical Director will be available to attend scheduled production meetings as necessary during the Pre-production and production period.

2.GUARANTEED COMPENSATION

Subject to the Scenic Designer and Technical Director providing his/her services as required by this Agreement and to the performance by the Scenic Designer and Technical Director of all his/her other obligations under this Agreement, the Producing Organization shall pay to the Scenic Designer and Technical Director a fee of thirteen hundred and fifty dollars according to the following schedule: One third on signing this contract (___/___/___), one third on the half way point (___/___/___) and one third on the day of completion of the construction (___/___/___). Also at the half way point a sum of \$300 will be paid by the Producing Organization to the Scenic Designer and Technical Director’s assistant. *Pay dates subject to change upon mutual signed agreement.

3. SCENIC DESIGNER AND TECHNICAL DIRECTOR’S SERVICES

The Scenic Designer and Technical Director undertakes that he/she will perform his/her services as the Scenic Designer and Technical Director for a production of the play (“ ”). The Scenic Designer and Technical Director will render his/her services willingly and to the best of the Scenic Designer and Technical Director's skill and ability and with due regard to the efficient production of the Production and will render all such other services as are usually rendered by theatre designers of first class repute.

The Scenic Designer and Technical Director hereby warrants that the design and any products of his/her services in connection with the design shall be original and shall not infringe on the copyright or any other right of any third party.

4.DELIVERY

The Scenic Designer and Technical Director agrees to deliver the renderings and technical drawings for the production no later than ___/___/___ and the final technical drawings and set model no later than ___/___/___.

5.ABANDONMENT

If for whatever reason the Production is abandoned by the Producing Organization after the signing of this contract, no monies paid to the Scenic Designer and Technical Director under Clause 2 of this contract shall be deemed to be refundable and the Scenic Designer and Technical Director shall be paid up to and including the next stage of payment due.

6.CREDIT

The Scenic Designer and Technical Director will supply the Producing Organization with biographical material in accordance with the Producing Organization's standard format and a photograph by ___/___/___ if requested. The Scenic Designer and Technical Director hereby consents to the use by the Producing Organization of his/her name, likeness and biographical material in connection with the promotion and publicity campaign for the Play.

The Producing Organization will negotiate appropriate billing with the Scenic Designer and Technical Director according to standard company practice.

7.PUBLICITY AND PHOTOCALLS

The Scenic Designer and Technical Director agrees to use his/her best efforts to assist the Producing Organization in all publicity activities including press interviews and photo calls if any. Again, if any, interviews and photo calls will be scheduled in consultation with the Scenic Designer and Technical Director, whose agreement will not be unreasonably withheld. The Scenic Designer and Technical Director hereby grants the company the right to record the Production for archival purposes. Furthermore the Scenic Designer and Technical Director acknowledges the Producing Organization's right to photograph the Production for publicity purposes and for general company publicity and to arrange television, radio or webcast performances of excerpts of the Play for publicity purposes, provided the excerpts are limited to not more than fifteen minutes.

8.PRODUCTION BUDGET

The Scenic Designer and Technical Director will work with the Producing Organization to deliver the Production within a design budget to be determined by the Producing Organization and agreed in advance between the Producing Organization and the Scenic Designer and Technical Director.

9.HEALTH AND SAFETY

The Producing Organization hereby acknowledges that the Scenic Designer and Technical Director is responsible for the visual aspects of the production only. Notwithstanding the above Scenic Designer and Technical Director hereby agrees to fulfill his/her services with due regard to the health and safety of the public and all production personnel and to all relevant Health and Safety legislation and to Corporation Bye Laws for places of public resort and to the Producing Organization's Health and Safety Statement which will be made available to the Scenic Designer and Technical Director in advance.

10. COMPLIMENTARY TICKETS

The Scenic Designer and Technical Director is entitled to 2 complimentary tickets for the official opening performance.

11.COPYRIGHT

All rights in and to the set design of the Production as conceived by the Scenic Designer and Technical Director in the course of the rendition of his/her services as outlined in this contract shall be, upon its creation, and will remain, the sole and exclusive property of the Producing Organization, it being understood, however, that the Producing Organization and its licensee(s) shall have a perpetual, irrevocable and exclusive license to use such design in any future presentation of the production, including extensions, tours, transfers and revivals of the production on terms and conditions to be negotiated in good faith as provided for in Clause 12 of this contract.

In return for the fee outlined in Clause 2 of this contract the Scenic Designer and Technical Director hereby grants to the Producing Organization a license for his/her design for the initial run of the production according to the schedule as outlined in Clause 1 of this contract.

12.EXTENSIONS, TOURS, TRANSFERS OR REVIVALS

The Producing Organization shall have the sole and exclusive right to extend, revive, tour or transfer the production as it may determine.

13.ASSIGNMENT

The Producing Organization may assign the rights and options outlined in this contract to another company or Producing Organization provided that the Producing Organization's obligations to the Scenic Designer and Technical Director herein shall be retained and the Producing Organization informs the Scenic Designer and Technical Director in writing within 14 days of any such agreement.

14.CONSENTS

In the event that the Producing Organization shall make any recording of the Production for commercial exploitation by any means, whether now known or hereafter to be devised including all forms of audio visual products for retail sale or hire based on the Production, the Scenic Designer and Technical Director hereby agrees and undertakes to enter into negotiations for a contract with the Producing Organization or such other party as may be nominated by the Producing Organization, in respect of commercial exploitation of video rights, and to conclude and agree such negotiations on reasonable terms and in accordance with current industry practice.

15.ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and replaces all prior understandings and agreements between the parties in respect of the subject matter of this Agreement and may not be modified orally.

SIGNED BY WITNESSED BY

.....

Scenic Designer and Technical Director

Date: __/__/__

.....

Producing Organization

Date: __/__/__