

Actors' Equity Association



Los Angeles 99-Seat Theatre Plan

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LOS ANGELES 99-SEAT PLAN

FORWARD

(A) The Los Angeles 99-Seat Theatre Plan (hereafter referred to as the "Plan.") has been adopted by the Council of Actors' Equity Association (hereafter referred to as "Equity") and constitutes Equity policy for members participating in any production covered by the Plan. An Equity member shall not participate in such a production unless the Producer has signed and is complying with the terms and conditions of the Plan.

(B) The Plan is based on the premise that Plan Theatres utilize the work and talent of Equity members without wage compensation. Therefore, all members rendering services under the auspices of the Plan are volunteers who subsidize the Theatre. Accordingly, the purpose of the Plan is to best protect the interests of the members who volunteer at the Plan Theatres with regard to safe and sanitary issues, the integrity of working conditions other than wages, and to insure that the members will not be economically subsidizing the Theatre beyond donation of their services.

(C) Equity shall have the sole determination as to whether and to whom the Plan shall be issued. If any of the provisions herein contained are violated, abridged or modified, a fine shall be levied or the Plan may be withdrawn by Equity. This is not a contract. This is a code.

(D) There will be a permanent Review Committee, composed of, at least, eight (8) members: four (4) theatre representatives, and four (4) appointed by Equity. The Review Committee shall meet on a regular basis to monitor and study the impact, implementation, problems, and operations of the Plan, and will provide reports and recommendations to Equity about the Plan.

(E) No taping, filming or recording of any kind, including but not limited to: rehearsal, Performance, demos or cast albums of any Plan production may be made without prior written permission of Equity except as in Section 22. This prohibition shall be in effect From the first day of rehearsal under the Code until twenty-six (26) weeks after the production has closed.

1. DEFINITIONS AND REFERENCES

(A) The Plan is a set of minimum conditions established by Equity under which its members and all other 4A's (Associated Actors and Artistes of America) members (SAG, AFTRA, AGVA, AGMA) may perform without benefit of an Equity contract. No such member may perform with an organization that has not agreed in writing to abide by the conditions of the Plan.

(B) The terms Plan or Plan Production shall refer to any production mounted under the terms of the Plan.

(C) A Plan Production shall mean a production in which Equity members, and all other 4A's members, (hereafter referred to as "members" or "Actors"), elect to participate in presenting plays in limited performance schedules for the benefit of participating members under the terms and conditions set forth herein.

(D) Actor/Stage Manager participation under the Plan shall not count towards Equity membership or membership candidacy.

(E) Producer shall refer to the person who has agreed in writing to abide by the Plan, whether on behalf of oneself, a group of individuals, an institutional theatre, or a corporation.

(F) A Plan Theatre is an Equity-approved space with a capacity of 99 seats or less. In accordance with Section 5, C, Production Requirements and Restrictions, Equity will not approve the use of the Plan in a larger theatre that has been reduced to 99 seats.

(G) An audience may not exceed 99 persons; Standing room shall be prohibited.

(H) A Performance shall mean any presentation, including previews and/or rehearsals, before a paid audience. This Plan does not cover workshops or staged readings which are covered by other Equity policies.

(I) The Plan is not a contract and either party has the right to terminate at any time, for any reason.

2. EQUITY'S RIGHTS

Equity reserves the right to re-evaluate, amend and modify this Plan and to take such action as the Council of Equity deems appropriate. However, no changes in conditions will be made that would be more onerous to a Producer during a production or season that has begun operation under the terms and conditions of this Plan until the completion of the production or season as set forth in the Producer's application.

3. DUTIES OF THE ACTOR

The Member agrees:

(A) To be prompt in attendance at rehearsals and to attend rehearsals in accordance with the Actor's availability;

(B) To report immediately to the stage manager any changes in availability which affect scheduled rehearsals or performances;

(C) To appear at the theatre no later than one-half hour prior to performance;

(D) To pay strict attention to make-up and dress;

(E) To perform service as reasonably directed and to abide by the language of the script to the best of the Actor's abilities;

(F) To care properly for all costumes and properties;

(G) To respect the physical property of the production and the theatre;

(H) To report immediately to the Deputy any alleged infringement of the Plan;

(I) To read and adhere to all rules set forth by Equity in this Plan.

(J) Actors shall not be required to perform any duties not normally regarded as a function of that position.

4. DUTIES OF THE PRODUCER

(A) The Producer shall ensure that appropriate liability/personal injury insurance shall be provided to cover Actors as volunteers at all interviews, auditions, rehearsals and performances. The name of the insurance carrier shall be made available to Actors at the place of interview, audition, rehearsal and performance. In the event of an injury,

the Producer shall advise the Actor of the procedure for filing a claim. A Volunteer policy is second party insurance which covers the volunteer should he/she be uninsured, or in the case that the primary insurance does not cover the incident.

(B) The Producer shall file a signed application for use of the Plan for each production with Equity no less than 14 days prior to the casting or the first rehearsal, if casting internally. Failure to file in a timely manner will subject the Producer to a fine (see Appendix). Equity will act upon an application within 14 days of filing.

(C) The Producer shall be required to submit to Equity a final statement of actual expenses, income and attendance on the attached form no later than 90 days after the close of a production. Failure to file within the 90 days will subject the Producer to a fine (see Appendix).

(D) Any Theatre Company or Producer doing open casting shall submit a casting breakdown through at least one recognized online casting service or Backstage West. Failure to comply shall result in a fine (see Appendix).

(E) The Producer may not, in order to supplement the production budget, request or require financial contributions or loans; accept kickbacks, tuition, fees, assessments or payments of any kind from cast members or Stage Managers. The Producer may not institute any program of mandatory ticket sales for the company.

(F) The Producer shall make no changes in the starting date of the rehearsal period, or in the permanent performance schedule without prior notification to Equity. (see Appendix)

(G) The Producer will allow a designated Equity representative to attend any audition, rehearsal or performance of a Plan Production.

(H) The Producer shall to the best of the Producer's ability provide the Actors, every two weeks, a list of any professional attendees and the dates of attendance.

5. PRODUCTION REQUIREMENTS & RESTRICTIONS

Any violation of these Plan Production Requirements and Restrictions shall result in a fine. (see Appendix)

Productions may be mounted under the Plan as follows:

(A) Only with the express permission of Equity.

(B) Only within Los Angeles County.

(C) Only in a Plan Theater. Equity will not approve the use of the Plan in a theater that has been reduced to 99 Seats from a larger capacity.

(D) Any site-specific spaces, including but not limited to outdoor venues and other non-traditional theatrical spaces, must be approved by Equity prior to application submission. Any violation of this condition shall result in a fine (see Appendix)

(E) Any Producer on the Equity list of Defaulting Producers shall not be accorded the privileges of the Plan.

(F) The following types of productions will not be allowed under this Plan:

- (1) Theatre for Young Audiences, Cabaret, and Dinner Theatre-style productions
- (2) Touring productions.

(G) No Member shall be expected or required to expend moneys for ANY production expenses upon the promise of reimbursement including, but not limited to props, costumes, and publicity expenses.

(H) Equity and the Producer affirm a commitment to a policy of nondiscrimination with respect to equal opportunity hereunder on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, union activity, political persuasion or belief.

(1) There shall be no discrimination against any Actor seeking employment.

(2) With regard to casting, where a role is that of a person with a disability, or where the presence or absence of a disability is not relevant to character or plot, performers with disabilities will be given equal casting consideration.

(I) All facilities must be in accord with current applicable municipal fire safety and health laws and shall also conform to all Safe and Sanitary conditions set forth in this Plan.

6. SAFE & SANITARY CONDITIONS

(A) Restrooms must be kept clean and maintained.

(B) Either a restroom or back entrance will be available exclusively for actors' use. (approved spaces existing prior to "date of implementation" exempted)

(C) Private indoor changing areas must be provided.

(D) Drinking water must be provided.

(E) The backstage area must be kept hazard free and luminous tape or adequate lighting must be used.

(F) A valuables lock-up will be provided.

(G) Actors shall not perform on any surface deemed by Equity to be unsafe.

(H) Smoke, fog and raked stages may only be used after applying to Equity for Permission.

(1) Further, any unusual or extraordinary circumstances involving, but not limited to pyrotechnic effects, firearms/weaponry or flying may be used only with permission from Equity.

(2) Allergies or sensitivities that may be exacerbated by the use of smoke, fog, food, fabric, fragrances or any other type of irritant should be reported to the Producer, who shall make the necessary adjustments to ensure a safe working environment.

(I) A First Aid kit will be accessible to the Stage Manager and cast at all times.

(J) Parking will be available at no cost to the Actors during both rehearsals and performances

7. CASTING RULES AND REQUIREMENTS

(A) Auditions, excluding initial interviews, shall be limited to three in number. Actors shall be paid a \$25 fee for the fourth and each subsequent audition.

(B) The Producer must provide, maintain and monitor a sign-in sheet and audition Actors EITHER in the order in which they arrive and sign in, OR BY PRESENT APPOINTMENT TIMES. Said sign-in sheet will be made available to Equity upon request.

(C) No interviews or auditions for members may be held during the hours of an Equity Membership Meeting.

(D) All safe and sanitary conditions as specified herein shall apply to interview and audition locations.

(E) At all calls, Producers must post tentative production schedules. Theatre operating guidelines that have been approved by Equity, and which are not in conflict with this Plan, shall also be posted.

(F) Any production in which nudity is required shall abide by the provisions as stated in Section 8, NUDITY.

(G) In the event and at the time that Understudies are assigned by the Producer, any guaranteed performances shall be understood, agreed to and made in writing and signed by the Actor, the Understudy and the Producer.

8. **NUDITY**

The following rules and requirements regarding performances and auditions where nudity and/or acts of a sexual nature are involved shall apply:

(A) No nudity shall be permitted at Equity interviews. In any production containing nudity, a full list of the Plan rules governing the rights of each performer during every interview and audition shall be conspicuously posted at each and every interview and audition.

(B) No Actor shall be required to disrobe, in whole or in part, until after they have been auditioned as an Actor.

(C) Nudity at auditions may be permitted only under the following guidelines:

(1) When an official representative of Equity or the Equity Stage Manager is present.

(2) When the professional and artistic position of all persons (i.e. Producer, Director, and Choreographer) has been verified.

(3) When it has been clearly understood that no sex acts shall be requested or required at any time during the audition.

(D) Where nudity and/or acts of a sexual nature are required of a performer in the course of the stage presentation, the performer must be so advised, in writing IN ADVANCE of the performer's signing the Plan. The script shall be submitted to the performer for prior perusal if the performer so requests.

(E) Actual sex acts shall not be requested or required of a performer at any time.

(F) Actor may not pose for nude photographs or appear nude for any motion picture filming, videotaping or other forms of visual recording without the consent of Equity.

(G) Actor shall not, while nude, mix with the audience or leave the backstage or performing area.

9. **STAGE MANAGERS**

(A) Definition : The Stage Manager shall be obligated to perform, at least, the following duties for the production to which the Stage Manager is engaged and by performing them is hereby defined as a Stage Manager :

(B) Duties

(1) Shall be responsible for the calling of all rehearsals scheduled by the director in accordance with the rules and regulations of Equity.

(2) Shall assemble and maintain the promptbook, which is defined as the accurate playing text of stage business, together with such cue sheets, daily records, etc., as are necessary for the actual technical and artistic operation of the production.

(3) Shall be the executive instrument in the technical running of each performance, as well as maintaining discipline during rehearsals and performance.

(4) The Stage Manager shall not be required to perform any duties not normally regarded as a function of that position.

10. **PRODUCTION REHEARSAL RULES**

(A) At the first rehearsal the signature page of the Plan must be signed by all 4-A'S UNION members and filed immediately with Equity by the Producer.

(1) No member may rehearse without first signing the Plan.

(2) Any member joining the company after rehearsals have begun shall sign the Plan or a rider to the Plan no later than their first rehearsal.

(B) The Producer shall make best efforts to have a Stage Manager present at all rehearsals and performances commencing with the first read-through.

(1) The Producer shall provide a production assistant to hold book during rehearsals in the event a Stage Manager is not present.

(2) At no time shall an Actor be asked to hold book or perform duties of a Stage Manager. (as defined in 18-B, Stage Managers)

(C) Absence from rehearsals shall be allowed for 4-A's auditions, 4-A's work, and bona fide personal emergencies. No rehearsal for Equity members may be scheduled during Equity membership meetings unless the day of a meeting coincides with an opening night.

(D) The rehearsal period of a Plan Production shall not exceed six (6) consecutive weeks. Participants in the Extended Rehearsal and Performance Plan (ERP) may rehearse for eight (8) consecutive weeks. (See Section 24)

(E) Rehearsals for any member shall not exceed eight (8) hours per day, and combined weekly rehearsal and performance hours shall not exceed thirty-six (36) hours per week.

(F) The Producer agrees that best efforts will be made to make optimum use of the Actors' time and energy by staggering calls. Split day rehearsals shall not be allowed at any time.

(G) Rehearsal rules will apply for up to six (6) paid public performances or the official opening, whichever comes first. This shall include the provision that up to one hour of notes will be permitted after each performance, provided the allowable weekly rehearsal hours are not exceeded.

(H) On a single performance day, there shall be no more than five (5) hours of rehearsal.

(I) After the official opening or six (6) performances, whichever comes first:

(1) Rehearsals consented to by the Actors on non-performance days shall not exceed three (3) hours.

(2) Rehearsals shall be limited to brush-ups and replacement/understudy calls.

(3) There must be at least one hour between the end of rehearsal and the half-hour call for a scheduled performance. The combined rehearsal and performance time, excluding the break and half-hour call, shall not exceed six (6) hours.

(4) The cast member's obligation for rehearsals will be limited to not more than twenty (20) hours in every four (4) weeks.

(5) There will be no rehearsal on a two-performance day except for emergency replacements.

(6) There will be no meetings called after final curtain for the purpose of notes or rehearsal.

(7) There will be no rehearsals allowed for the purpose of incorporating new material.

11. **DEPUTIES**

(A) Definition: The Deputy is a liaison between the production and Equity, elected by the 4-A's union cast members by secret ballot from among the members present.

(B) Duties:

(1) The Deputy will ensure that a copy of the Plan is available from the first rehearsal throughout the run of the production

(2) The Deputy shall note his or her name on the signature page of the Plan and ensure that the page is forwarded, immediately, to Equity by the Producer.

(3) The Deputy will ensure any production problems, question about the Plan rules, and possible infringements brought to his or her attention by the cast members are reported to the Equity office.

12. **BREAKS AND REST PERIODS**

(A) There shall be a break of five (5) minutes after fifty-five (55) minutes of rehearsal for both dramatic and musical productions, or a ten (10) minute break after eighty (80) minutes of rehearsal. No Actor shall rehearse more than five consecutive hours without a meal break of one hour.

(B) There shall be a twelve (12) -hour rest period between the end of rehearsal or performance on one day and the beginning of rehearsal or performance on the next

day, except for the rest period preceding the day of the first paid public performance when the rest period may be ten (10) hours.

(C) There shall be one full day off after every six (6) days of rehearsal and/or performance. No Actor shall be requested to rehearse more than six (6) consecutive days.

13. UNDERSTUDIES

In the event and at the time that Understudies are assigned by the Producer, any guaranteed performances shall be understood, agreed to, made in writing and be signed by the Actor, the Understudy and the Producer.

14. STAGE FIGHTING

Any staged fights (including but not limited to slaps, kicks, punches, faints, falls or any use of weaponry) will require the participation of a qualified fight captain.

Extended fight scenes or scenes requiring the use of weaponry may require a fight coordinator when staged. If the fight captain or fight coordinator's qualifications are an issue, the matter shall be resolved by Equity, whose determination shall be final and binding.

There must be a fight rehearsal with all Actors involved, including the Stage Manager and fight captain, immediately prior to the half-hour of each performance of said production.

15. COSTUMES

(A) The Producer may not require the loan of costumes.

(B) An Actor may elect to provide his or her own wardrobe, and shall arrange for any reimbursements for such wardrobe with Producer prior to use in the production.

(C) Costumes or clothing used in a production shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever needed. Spot cleaning, when required, shall be completed in enough time to allow for drying and airing prior to the half-hour call.

(D) Stockings, undershirts and other conventional "skin parts" of costumes and/or clothes shall be laundered or cleaned for each performance. Such items may be laundered or cleaned less frequently if the Deputy and Stage Manager agree. Laundered items shall be completely dry and delivered to the Actor prior to the half-hour call.

(E) Costume parts that are damp shall be dried for each performance.

16. BIOS

(A) The Producer shall supply a free program to each audience member. An asterisk (*) signifying Equity members shall be placed next to the name of each member involved with the production. The definition, which shall be placed on the Cast Page, shall read, " * Member of Actors' Equity Association, The Union of Professional Actors and Stage Managers in the United States."

(B) Each member shall have a biography in the program and shall have final approval of all material contained therein. This approval shall be in writing and not unreasonably withheld.

(C) Such approval shall include an indication of preferred cuts in the bio should limitations of space require editing. Should the Actor fail to indicate such preferred cuts, the Producer shall be free to edit at the Producer's discretion.

(D) No Actor in a Plan Production shall be required to submit a bio for the program of less than seventy five (75) words. If any participant's bio is allowed to exceed 75 words, then the Actor will be given the same consideration.

(E) Biographical material not disputed within forty-eight (48) hours of its submission to the Actors shall be considered approved.

(F) Previews may have a one-sheet program without biographies.

(G) In the event there are errors or omissions in the printed cast listing in the program, the Producer agrees that, upon receipt of notice of an admission or error, the Producer will, within at least one business day, place a printed slip in the program correcting the omission or error and will correct the omission or error in the next printing of the program, provided such notice is given twenty-four (24) hours prior to the press deadline.

(H) For each failure to place a correction slip in the program, the Producer shall pay the Actor an extra performance stipend in addition to the Actor's regular stipend. (see Appendix)

17. PUBLICITY & ADVERTISING / PROGRAMS & BILLING

(A) The Producer shall supply a free program to each audience member. An asterisk (*) signifying Equity members shall be placed next to the name of each member involved with the production. The definition shall read "Member of Actors' Equity Association The Union of Professional Actors and Stage Managers in the United States."

(B) Front of House Publicity

(1) The Producer shall either

(a) Post prominently a photo of each Actor and Understudy (and Stage Manager, if they wish), with the member's name; or,

(b) Include a photo of each Actor and Understudy (and stage manager, if they wish) adjacent to the person's bio in the program.

(2) All changes in cast shall be made either by:

(a) Announcement from the stage or over the public address system before the performance; or,

(b) Announcement in all programs by the insertion of a printed slip.

(3) In addition to the above, any change in cast shall be posted prominently in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected. Such announcement shall be at least eight (8) by ten (10) inches in size, with the name of the role and the Actor in letters of at least one inch. The posted announcement need only list the character name and the name of the understudy or the replacement. For each failure to give notice of the substitution required by this rule, the Producer agrees to pay the Actor whose part

is played by an understudy or replacement, and also to the understudy or replacement, an extra performance stipend in addition to their required stipend.

(C) All advertising, excluding paid news ads, containing cast names shall also include the asterisk denoting Equity membership along with the definition as described above.

18. PHOTOGRAPHS

Individual, rehearsal or production photographs may be used for publicity and advertising purposes, but may not be used in conjunction with any commercial product without the prior written authorization of the Actor and of Equity.

19. COMPLIMENTARY TICKETS

(A) In Category C & B productions, there shall be five (5) complimentary tickets per member for each five (5)-week period. Plus four (4) additional complimentary tickets throughout the run in acknowledgement of the rehearsal period.

(B) In Category A productions, there shall be six (6) comps per member for each three (3)-week period. Plus four (4) additional complimentary tickets throughout the run in acknowledgement of the rehearsal period.

(C) No Producer will be required to schedule more than eight (8) member comps for any one performance. It shall be incumbent upon the Producer to set forth a clearly defined policy regarding the use of cast comps.

(D) During the run of the show, unsold tickets will be made available to Equity members at curtain time at half-price.

20. PRODUCTION RULES AFTER OPENING

(A) There will be no more than six (6) performances per week and no more than one two-performance day.

(B) The Producer may not alter the number of scheduled weekly performances or reduce the length of the scheduled run without at least one week's written notice to the cast and Equity. Failure to do so shall result in a fine (see Appendix)

(C) In case of individual performance cancellation, the cast must be notified three (3) hours before the half-hour call, unless such cancellation is caused by an Actor's unavailability for the performance or as a result of an Act of God. If such notice is not given, the Producer shall pay each Actor a single performance stipend.

(D) Meals will be provided on any two-performance day when there is no more than one hour between the final curtain of the first performance and the half-hour for the second performance.

(E) Performances shall be limited to sixty (60) under the terms of this Plan, after which productions can only be continued under an appropriate Equity agreement. Except that ERP members will be allowed eighty (80) performances under the Plan.

(F) Productions may transfer, with Equity approval, while within the sixty (60)/ eighty (80)-performance limit, but may not remount as a new Plan Production within one year of the closing date of the prior Plan Production.

21. STIPENDS

(A) 4-A Members shall receive the performance stipend beginning with the first paid public performance. Stipends are due on the first playing day of each week for that week's total number of scheduled performances. Any adjustments that may be required due to missed performances or cancellations will be made the following week.

(B) Since an Equity bond is not required for the use of the Plan, Actors should notify Equity immediately in the event stipends are not paid pursuant to the Plan.

(C) The Producer shall be responsible for the following minimum per performance stipends, which shall be paid weekly to each 4-A Union member.

Category A: Any theatre/production with a ticket price of \$25.01 to \$34.99*

Weeks 1-4	\$11
Weeks 5-8	\$15
Weeks 9-12	\$20
Weeks 13 and above	\$25 against 20% of the gross divided amongst the cast

Category B: 60-99 seats or any theatre with a ticket price of \$18.01 to \$25

Weeks 1-4	\$9
Weeks 5-8	\$12
Weeks 9-12	\$16
Weeks 13 and above	\$16 against 20% of the gross divided amongst the cast

Category C: Theatres with 1-59 seats and a ticket price of \$18 or less

Weeks 1-4	\$7
Weeks 5-8	\$9
Weeks 9-12	\$12
Weeks 13 and above	\$15 against 20% of the gross divided amongst the cast

* Productions with ticket prices higher than \$34.99 will not be allowed under this Plan.

(D) In computing gross weekly box office receipts, the Producer may only deduct any standard fees or commissions paid in connection with theatre parties, group sales or benefits, credit card organizations such as VISA, Mastercard, or American Express, and automated ticket distribution or remote box offices. Productions that are financed, in whole or in part, by the sale of subscriptions shall have the appropriate pro-rated amount applied to the weekly gross box office receipts.

22. TAPING, FILMING OR RECORDING FOR PROMOTIONAL PURPOSES

Equity shall permit the filming or taping of only a portion of a play during its regularly scheduled rehearsal or performance hours. The following conditions shall be observed :for the purpose of:

(A) News coverage and community affairs program:

(1) The filming or taping of the production shall cover no more than a portion of any scene or musical number. The total raw footage of the production filmed or taped shall not exceed one-half hour.

(2) No more than three minutes of any rehearsal or performance shall be shown on the television or community affairs broadcast

(3) The Producer shall use best efforts to ensure that the artistic integrity of the production is not disturbed by the presence of filming or taping crews.

(4) If possible, at least 24 hours advance notice of the filming or taping shall be given to the Actors.

(5) Footage which has been produced in compliance with the above may be reused on local network and major market programs, in addition to news and community affairs broadcasts, to illustrate reviews and feature stories about the current productions, theaters, and personalities associated therewith.

23. RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS.

(A) General.

(1) The Plan Producer hereby assumes obligations to make certain payments as specified in this Article to AEA members who participate in such Plan Producer's Plan production ("Plan participants") upon subsequent exploitation of the property. The terms and conditions of the Plan Producer's obligations as hereinafter set forth shall be interpreted in conformity with the Consent Judgement in *Weller v. AEA*, 80 Civ. 6084, filed in U.S.D.Ct., S.D.N.Y., November 5, 1981, which shall be deemed incorporated herein.

(2) The Plan Producer's obligations commence, and the AEA member's rights vest, on the first day of the member's participation in the Code production, regardless of whether the member's role is subsequently written out of the play.

(3) The Plan Producer shall furnish any documents or information required by AEA for implementation of the provisions contained herein.

(B) Conversion to an AEA contract production.

(1) In the event that a Plan production is immediately converted to a contract production containing a provision ("Subsidiary Rights clause") requiring the contract Producer to make bona fide offers, or payments in lieu thereof, to AEA members who appear in the Plan production or

(2) In the event of a contract production within the time period specified in the applicable Subsidiary Rights clause, of a property which has been performed or rehearsed under the Plan; then

(a) All original Plan participants who performed in the first paid public performance shall receive a bona fide offer in writing with a copy to AEA to perform their identical function, or payments in lieu thereof, as set forth in the applicable Subsidiary Rights clause prevailing at the time of the contract production.

(b) When more than one AEA member has performed the identical function in the Plan production and no such member receives a bona fide offer to perform

such function in this production then all members who performed said function will share in such monies. All payments due hereunder shall be made to AEA for distribution among the Plan Actors in such proportion, as AEA finds appropriate.

(c) In cases where there is a transfer to LORT, payments due hereunder shall be made to the Equity/LORT Subsidiary Rights Trust Fund, which shall distribute the monies among the original performers, where such is due.

(d) Except as outlined in 14(C) below, in the event that the Plan Producer notifies subsequent producing interests and AEA, in writing, of the Plan production, the Plan Producer shall have no further obligation under this provision.

(C) Conversion of Revivals:

(1) In the case of a Plan production of a revival (of a property previously produced under an AEA contract), the provisions of 17(B) apply if the subsequent contract production results from the Plan production.

(2) In the event of dispute as to the Plan origins of a contract production the final determination shall be made by AEA.

(3) Where the contract production following a Plan production of a revival is a production under the LORT agreement, then neither the Plan Producer nor the LORT Producer shall have any obligation to make conversion payments, anything to the contrary in this Plan notwithstanding.

(D) Conversion to Other Media.

(1) In the event a property rehearsed or performed under the Plan is subsequently produced in another medium (e.g. motion picture, television, videotape) whether now existing or developed in the future ("Other Media"), and the disposition of the rights for such Other Media production is made within four years from the close of the Plan production regardless of when such Other Media production is actually produced, the Plan Producer agrees that up to a maximum of 50% of Plan Producer's total proceeds from subsequent exploitation of the property shall be used exclusively to reimburse each Plan Participant until an amount equal to five weeks salary under the production contract is paid (at applicable rate at time of the disposition of those rights), except that said five weeks production contract salary shall be reduced, in the event of a contract production following the Plan production and before the Other Media production, by the amounts paid by the contract Producer pursuant to the Subsidiary Rights clause applicable to such contract production (or, if a Plan participant had received a bona fide offer to perform in such contract production, the amount the participant would have received in payments in lieu had he not received such offer).

(2) Proceeds from subsequent exploitation" means proceeds from any and all exploitation of the property in any media throughout the world in which the Plan Producer or his financial backers are entitled to share, including but not limited to Other Media, contract productions, other stage productions and any and all other exploitation generally known as "Subsidiary Rights".

(3) In the event that the AEA Code participants are engaged to perform their identical function in another media, according to terms approved by AEA and AFTRA and/or SAG, the Plan Producer shall no longer be liable under this provision.

(4) The Plan Producer shall be responsible for notifying Equity, or cause Equity to be notified, in writing, of any disposition of the rights for such Other Media production within 30 days of said disposition. Failure to provide Equity with the aforesaid timely notification of the disposition of media rights shall render the Plan Producer liable for breach payments of two weeks Production Contract salary at applicable rate at the time of the disposition of those rights to each Actor, Stage Manager, and Understudy in addition all other monies required hereunder.

(E) Payments.

(1) Other Media conversion payments shall be due upon receipt of proceeds by the Plan Producer and shall be payable to AEA, to be held in escrow, to be distributed to the Plan participants.

(2) AEA Members acknowledge that union dues, including delinquent dues, may be deducted from conversion payments.

(F) Arbitration. Any dispute or controversy arising from the application or interpretation of the provisions of this Article 14, Rights and Obligations with Respect to Future Productions, shall be settled by arbitration in accordance with the Voluntary Labor Rules of the American Arbitration Association. Said arbitration shall take place in Los Angeles.

(G) Equity-LORT Subsidiary Rights Trust Fund.

(1) An Equity-LORT (League of Resident Theatres) Subsidiary Rights Trust Fund ("Fund") has been established to meet the obligation to Code participants in connection with a subsequent production of the play at those theatres operating under the LORT contract. The Plan Producer shall contribute \$150 for each new play, to a maximum of \$350 per season (July 1 to June 30) to said Fund. Said contribution hereby satisfies the Plan Producer's obligation in connection with the subsequent presentation of a play at a LORT Theatre. Contributions are held and administered by the Fund, which is independent of AEA. **There is currently a freeze on payments into the Fund. Ample notice Will be given should the need for producer contributions become necessary.**

(2) In the event that there has been a prior Plan production of the above captioned play, the obligation of the Producer hereunder to Actors referred to in the preceding paragraph shall only be covered by the Fund after the expiration of the period during which the preceding Plan Producer is covered by the Fund. To the extent that: (a) the period of the Producer's coverage by the Fund accordingly is diminished and (b) the Producer hereby agrees to contribute to the Fund a pro-rata share of the \$150 fee, the precise amount to be determined by Equity. If the Producer's coverage by the Fund is diminished as a result of one or more prior Plan productions, Producer's contribution to the Fund nonetheless shall not be pro-rated.

(3) Payment by certified check or money order must be received prior to issuance of the Plan by AEA.

24. EXTENDED REHEARSAL AND PERFORMANCE (ERP)

Producers may apply to Equity to become members of the Extended Rehearsal and Performance (ERP) Group. ERP members are allowed up to eight (8) consecutive weeks of rehearsal and up to eighty (80) performances. Authorization for this category is granted at the discretion of Equity and may be revoked at any time due to Plan violations.

The ERP Category is limited to Producers or Companies that apply and provide:

- (1) Proof of at least five (5) shows under the Plan with no substantiated major complaints or rules violations. (these include: nonpayment of stipends or kick-backs, safety violations, beginning rehearsal without clearance, and rehearsal rule violations.)
- (2) Final budgets for those shows.
- (3) A permanent mailing address.

As a further requirement for membership to the ERP group, Producers must attend at least one Theatre Community Conference per year. These conferences will be scheduled by Equity.

25. GRIEVANCE PROCEDURES

All disputes arising out of or relating to the Los Angeles 99-Seat Theatre Plan shall be resolved through the following procedure:

- (A) Any claims of a violation of the Plan by an Actor or Producer shall be submitted in writing to Equity. The written statement shall contain sufficient information to enable Equity and the Producer to attempt to resolve the grievance.
- (B) If the grievance is not resolved either Equity or the Producer may ask for a hearing from the Review Committee. A ruling from the Review Committee shall be final and binding on Equity, the Producer and any affected members.

The Effective date of this Plan is August 15, 2006

Appendix 1: FINES AND PENALTIES

GENERAL VIOLATION

Violation of any Plan Production requirement or restriction not otherwise delineated may result in a fine, withdrawal of the Plan, or both. Said fine shall not exceed \$500 per occurrence.

LATE FILING - #4 B

The Producer shall file a signed application for use of the Plan for each production with Equity no less than 14 days prior to the first rehearsal. Failure to file in a timely manner will subject the Producer to a FINE OF \$75.00. (pg 3)

ACTUAL EXPENSES - #4C

The Producer shall be required to submit to Equity a final statement of actual expenses, income and attendance on the attached form no later than 60 days after the close of a production. Failure to file within the 90 days will subject the Producer to a FINE OF \$99.99. (pg 3)

CASTING NOTICE - #4D

Every Producer shall accept all Actor submissions for an audition and shall fairly consider any Actor who requests to be seen. Should the Producer solicit talent through the use of "Breakdown Services," the Producer shall also submit an identical breakdown to be run in all local casting newspapers. FAILURE TO COMPLY SHALL RESULT IN A FINE OF NO LESS THAN \$100.00 (pg 3)

SITE SUBMISSION REQUEST - #5D

Any site-specific spaces, including but not limited to outdoor venues and other non-traditional theatrical spaces, must be approved by Equity prior to application submission. Any violation of this condition shall result in a fine of no less than \$100.00 (pg 3)

ALTERED PERFORMANCE SCHEDULE - #20B

The Producer may not alter the number of scheduled weekly performances or reduce the length of the scheduled run without one week's written notice to the cast and also to Equity. FAILURE TO DO SO WILL RESULT IN A FINE OF \$150.00 (pg 10)

FINES AND PENALTIES (continued)

PERFORMANCE CANCELLED - #20C

In case of individual performance cancellation, the cast must be notified three hours before the half-hour call, unless such cancellation is caused by an Actor's unavailability for the performance or as a result of an Act of God. If such notice is not given, the Producer shall pay each Actor one performance stipend. (pg 10)

NO INSERT IN PROGRAM - #16G

In the event there are errors or omissions in the printed cast listing in the program, the Producer agrees that, upon receipt of notice of an admission or error, the Producer will, within at least one business day, place a printed slip in the program correcting the omission or error and will correct the omission or error in the next printing of the program, provided such notice is given 24 hours prior to the press deadline. For each failure to place a correction slip in the program, the Producer shall pay the Actor an extra performance stipend in addition to the Actor's regular stipend. (pg 9)

NO UNDERSTUDY ANNOUNCEMENT- #17B (3)

In addition to the above, any change in cast shall be posted prominently in an unobstructed manner at the entrance to the theatre at the place where tickets of admission are collected. Such announcement shall be at least eight by ten inches in size, with the name of the role and the Actor in letters of at least one inch. The posted announcement need only list the character name and the name of the understudy or the replacement. For each failure to give notice of the substitution required by this rule, the Producer agrees to pay the Actor whose part is played by an understudy or replacement, and also to the understudy or replacement, an extra performance stipend in addition to their required stipend.

(pg 9)