

Sample Written Agreement

This sample agreement is written for a performer. Additions and omissions should be made to alter the agreement for directors, designers, and other participants.

The following agreement is made between _____ (“Theatre”) and _____ (“Actor”) on this _____ (date). The Theatre hereby engages the Actor in its production of _____ (“Production”) in the role of _____.

1. Production Dates. The Production Dates are as follows:

Rehearsals:

Tech:

Previews:

Opening Date:

Performances:

Tentative Closing Date:

2. Compensation. Actor shall receive a total fee of \$_____, according to the following schedule: _____. This agreement shall not constitute the Actor as an employee of the Theatre, and it is understood that the Actor shall perform his/her duties as an independent contractor.

3. Rehearsal and Performance Schedule. Subject to Section 4 of this Agreement, the Actor agrees to report to and attend punctually all rehearsals, tech, calls, and performances as stipulated by the Theatre, the director, or the stage manager. The Actor agrees to be available for all performances. Any factors that may impact the Actor’s availability must be immediately communicated to the stage manager. The failure by the Actor to attend such rehearsals, tech, or performances or the late arrival by the Actor to such rehearsals, tech, or performances may result in termination of the Actor and removal from the Production at the discretion of the Theatre, without notice or compensation.

4. Conflicts and More Remunerative Employment.

a. Any potential conflicts with the performance schedule shall be disclosed to the Theatre prior to the execution of this contract. All absences due to conflicts must receive prior approval by the director and stage manager. Approvals for an Actor’s absence due to conflicts will not be granted for tech, previews, or opening night or any performance during the first weekend (“Opening Weekend”).

b. In the event the Actor has been offered short-term, higher paying employment in the entertainment industry during the Production, the Theatre will generally grant permission to the Actor to take a short-term leave of absence to pursue such employment. Such employment must be within the jurisdiction of one of the entertainment unions. In order to receive approval for such more remunerative employment, the Actor must notify the director and the stage manager no later than at the time of the audition for employment that would qualify under this section. Approval is at the discretion of the Theatre, and will not be granted for tech, previews, or Opening Weekend.

5. **Responsibilities.** The Actor agrees to meet all generally accepted guidelines for professional behavior, including, but not limited to, punctuality with regard to all rehearsal and performance calls and adherence to the director and producing body's intents. The Actor agrees to perform such roles and duties as are listed on the face of this contract as well as other duties that may be assigned at a later date. The Actor further agrees to abide by all rules, regulations, and policies as set forth by the Theatre, such policies to be discussed and distributed at the first rehearsal, and deemed to be incorporated into this agreement. The Actor's failure to comply with the responsibilities herein stated may result in termination of the Actor and removal from the Production at the discretion of the Theatre, without notice or compensation.

6. **Property.** The Theatre and its representatives are not responsible for the Actor's personal property during meetings, rehearsals, tech, or the run of the production. The Actor hereby waives all claims for recovery from the Theatre for any such loss or damage (whether or not such loss or damage is caused by negligence of the Theatre).

7. **Complimentary Tickets.** [Insert complimentary ticket policy]

8. **Severability.** The provisions of this contract shall be separable, and the invalidity of any provision shall not affect the validity of the remaining provisions.

9. **Entire Agreement.** The parties agree that this instrument represents the entire agreement between them and that the terms of this agreement may not be altered unless such alteration is accomplished in writing and is signed by both parties.

Agreed and Accepted as of the date first written above, by:

Name:
For the Theatre

Name:
Contractor

