

Non-Equity Actor's Contract

THIS AGREEMENT dated this _____ day of _____, 20____, by and between _____ (“Producer”) and _____ (“Actor”).

In consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

[1. The Producer engages the Actor to provide performing services for the role of _____ in the Producer's Production of _____ (the “Play”).]

[1. The Producer engages the Actor to provide performing services, “as cast,” for the _____ [year] season of the _____ (“Theater Company”). The Actor will appear in _____ [number of plays] in roles as yet to be determined by the Producer in his sole judgment. Notwithstanding the foregoing, this shall not constitute a guarantee that the actor shall perform any minimum number of performances or plays. Some of these may be as principal performer, while others may be as secondary and/or chorus roles.]

2. The actor's services shall begin on _____ and terminate on _____, unless otherwise terminated by any of the other provisions contained herein.

[3. During the term hereof, the Producer shall pay the actor a gross weekly salary of _____, for the actor's services in performance and rehearsals.]

[3. During the term hereof, the Producer shall pay the Actor a gross weekly salary for the actor's services, as follows:

\$ _____ during each week in which the Actor performs only;

\$ _____ during each week in which the Actor rehearses only

\$ _____ during each week in which the Actor performs and rehearses.]

[3. During the term hereof, the Producer shall pay the Actor a gross weekly salary for the actor's services, as follows:

\$ _____ during each week in which the Actor performs as “Principal”

\$ _____ during each week in which the Actor performs as “Secondary”

\$ _____ during each week in which the Actor performs as “Chorus”

\$ _____ during each week in which the Actor understudies _____ role(s)

\$ _____ in addition thereto, for each performance in which the Actor performs as understudy.]

[4. During the term hereof, the Actor's duties shall consist of performance and rehearsal only.]

[4. During the term hereof, the Actor's duties shall consist of performance, rehearsal, publicity and promotional efforts for the production, and also the following duties: _____

_____. [Here the parties should specify any additional duties the Producer may require of the Actor, such as building scenery, working box office, stage managing, serving tables in a dinner theater operation, etc.] [For these additional duties,

the Producer shall not pay the actor any additional salary.] [For these additional duties, the Producer shall pay to the Actor the additional gross salary of _____.]]

5. A normal work day shall consist of _____ hours. On any day in which the Producer schedules more than one performance—such as matinee and evening performances—the Actor shall be entitled to _____ hours rest in between performances.

6. A normal work week shall consist of _____ days. During each seven days period the Actor shall be given _____ rest day, consisting of twenty-four hours, during which the Producer shall not require _____ [his] [her] services.

7. The Actor shall be entitled to billing in all programs, publicity, promotion, advertising, as follows:_____. [The Actor shall receive billing whenever any other members of the company receive billing, in the same size and style of type as the others.]

8. During the term hereof , the Producer will not maintain worker’s compensation for the Actor. [During the term hereof, the Producer, at his own expense, shall cover the Actor for worker’s compensation, in the following amounts _____.]

[9. During the term hereof, the Producer will not provide housing for the Actor.]

[9. During the term hereof, the Producer shall, in addition to the salary payable above, pay to the Actor a per diem for housing at the rate of _____per day. The Actor shall find and provide [his] [her] own housing.]

[9. During the term hereof, the Producer shall provide housing to the Actor, as follows:

[Said housing shall be free of charge, except that the Actor shall pay for and all _____[telephone calls, utili-ties, etc.].] [The cost of said housing shall be deducted from the Actor’s salary at the rate of _____per day.]]

[10. The parties understand and agree that the Actor shall be traveling from _____[his] [her] out of state residence to the Producer’s premises. Therefore, in addition to all other sums hereunder, the Producer shall pay to the Actor the sum of _____upon the signing of this agreement as round trip transportation.]

[10. The parties understand and agree that the Actor shall be traveling from _____ [his] [her] out

of state residence to the Producer’s premises, at the Actor’s own expense. The Producer shall have no responsibility for any expenses therefore.]

[11. The Actor represents and warrants that _____[he] [she] is of legal age for the employment contemplated.]

[11. The Actor has not yet reached legal age for the employment contemplated. The Actor’s [agent] [parent, guardian] shall file the appropriate working papers with any Federal or local authorities. [This contract shall be conditioned upon the approval of an appropriate court of competent jurisdiction; the parties will immediately take all action necessary to obtain same.]]

12. The Producer may terminate this agreement upon one week’s notice to the actor. The producer will provide return transportation to the actor’s city of residence as follows:_____.

13. The Actor may terminate this agreement upon _____ weeks' notice to the Producer.

In Witness Whereof, the parties have hereunto affixed their hands and seals this day and date.

_____ Producer

_____ Actor

[Add the following if the Actor is a juvenile.]

[_____ Actor's Guardian]

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.