

**ASSOCIATED DESIGNERS OF CANADA
STANDARD TERMS AND CONDITIONS
FOR INDEPENDENT PRODUCERS**

Effective July 1, 2019



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I. PREAMBLE

1. The Standard Terms and Conditions (Terms) herein are an integral part of the agreement between a Producer and a member of the Associated Designers of Canada (ADC) as signified by the signing of a Design Engagement Contract (Contract) by those parties.
1. These Standard Terms and Conditions and the terms of the Contract shall apply to all Full or Associate members of the ADC engaged by Independent Producers in the preparation and presentation of a theatrical or live event production in any venue.
2. The Producer agrees that these Terms, with all appendices and any future riders, set forth the basic terms and conditions with respect to the engagement of the ADC's members. These Standard Terms and Conditions shall not be modified except as may be expressly approved in writing by the ADC.
3. It is understood and agreed that no schedule or rider may be attached to the Contract that in any way contradicts or supersedes the Standard Terms and Conditions.
4. The specific terms and conditions negotiated between each individual Designer and each Producer are to be confirmed in writing in a Contract. Nothing in these Standard Terms and Conditions or in the Contract shall prevent the Designer from negotiating better terms and conditions than those herein provided. Such better terms and conditions shall be set forth in the Designer's Engagement Contract with riders as required.
5. When completed and signed by both parties, the Contract, together with these Standard Terms and Conditions, constitutes a legally binding agreement between the Producer and the ADC Designer.
6. The Producer agrees that each separate design discipline for which a Designer is engaged and the fee associated with each discipline shall be separately identified in the Contract.
7. The Producer and the Designer agree that all deadlines agreed to by the Producer and the Designer are critical to the successful execution of the production. Both parties will use their best efforts to meet all deadlines. If it becomes apparent to either the Producer or the Designer that a deadline may be in jeopardy the other party shall be notified in writing as soon as possible and both parties shall consult and agree on courses of action to protect the production process.
8. The Associated Designers of Canada, in 2018, adopted the following Statement of Principles:
 - a. ADC is committed to working with the entire live performing arts community to ensure that our members, and all who work in this industry, do so in a safe, respectful and inclusive environment. All our spaces must be free of harassment, bullying, and intimidation. No other standard is acceptable.
 - b. All people working in this industry must have the ability to address grievances without risk that institutional power will silence them. ADC recognizes that the majority of workers in the live performing arts are employed as independent contractors and thus face the risk of jeopardizing their livelihoods by speaking up. ADC pledges to work towards changing this dynamic so that no voice is silenced.
 - c. We pledge to work together to build rehearsal halls, theatres, workshops, studios, board rooms and offices in which we all deserve to work.
9. ADC and the Producer agree that the details of an individual Artist's contract will be held in strictest confidence. The ADC maintains an anonymized fee database available exclusively to members for use in negotiation.

II. GENERAL DEFINITIONS

1. "PRODUCER", as used in this document and the Contract and Appendices, is the entity (theatre company, dance company, etc.) that has financial responsibility for producing the performance or event for which the Designer has been engaged.
2. "PRODUCER'S DESIGNATED REPRESENTATIVE" is the Producer's employee (or contract worker) who is the Designer's primary contact, such as a Production Manager or Technical Director. In a Joint Production, the Designated Representative of the originating Producer shall be the Designer's primary contact for all subsequent venues.
3. "POINT OF ORIGIN" is the municipality where the Production's first and/or only venue is located and shall be designated on the face of the Design Engagement Contract.
4. "RESIDENCY" is the specified period or periods of time, as outlined in the Contract, in which the Designer agrees to be present in the Production's Point of Origin to oversee the implementation of the Design. During this time, the Designer agrees that the Production takes priority over other work.
5. "FIRST PUBLIC PERFORMANCE" shall be the first advertised performance or presentation of the production at which members of the general public may be present.
6. "OFFICIAL OPENING" is the earlier date of either: (1) the performance advertised as such to the general public or (2) the date after which technical changes can no longer be accommodated as stipulated by the Producer at the time of negotiation.
7. "CREATIVE TEAM" includes, but is not limited to, those individuals functioning as the creative leadership for the Production, such as the Producer, Director, Choreographer, Musical Director, and other Designers.

III. DESIGN ENGAGEMENT CONTRACTS

1. All Producers may use the Design Engagement Contract I, except Regular and Commercial members of the Professional Association of Canadian Theatres (PACT), who are bound by the ADC/PACT Agreement.
2. Further, Producers who meet all of the following criteria may use the Design Engagement Contract II:
 - a. are a not-for-profit organization;
 - b. have an annual operation budget less than \$50,000 per year;
 - c. whose production budget for the production in the agreement does not exceed \$50,000;
 - d. has a box office potential of less than \$17, 000 per week for the production;
 - e. are not receiving operating funding from any arts council within Canada; and
 - f. are not part of a Joint Production or Presentation agreement. Consideration may be given to circumstances where in-kind administrative support, publicity, or space, is provided by another Producer.
3. Issuing of Contracts:
 - a. Upon mutual confirmation between the Designer and the Producer that an agreement has been reached on the negotiated terms for an upcoming engagement, the Producer shall immediately issue a letter of intent or official offer to the Designer in writing, including the date of negotiation. The Producer must then issue a Design Engagement Contract to the Designer within thirty (30) business days.

- b. Except for circumstances beyond the Producer's control, should the Producer fail to issue a Design Engagement Contract to the Designer within thirty (30) business days, the negotiated terms shall be considered null and void and the Designer shall be free to take other offers.
 - i. If the contract is not received within thirty (30) business days, the Producer shall pay a penalty to the Designer of 1% of the Total Design Fee per week of delay following that date.
 - ii. The Designer may request a delay to the contract issuance, but only in circumstances where a letter of intent is signed by both parties. This delay cannot be at the Producer's request.
 - iii. Except for circumstances beyond the Designer's control, should the Designer fail to return the signed Design Engagement Contract to the Producer within thirty (30) business days, the negotiated terms shall be considered null and void and the Producer shall be free to negotiate with another Designer.

IV. ADMINISTRATIVE PAYMENTS

- 1. All of the administrative payments must be forwarded by the Producer in full to the ADC office accompanied by a copy of the Contract to which it applies.
- 2. All administrative payments are due within fifteen (15) calendar days following the date of signing by the Designer.
- 3. Administrative Fee: The Producer will pay to the ADC a fee to cover administrative and other costs, including those of the Designer's Group Insurance Policy.
 - a. Design Engagement Contract I: \$75 per contract
 - b. For all other ADC Contracts: \$50 per contract
- 4. RRSP: The Producer will contribute 4% of the Total Design Fee and will deduct 3% of the Total Design Fee from the Designer's first payment and remit the total (7%) to the ADC for contribution to the Designer's RRSP.
- 5. Filing Fee: The Producer will deduct 2% of the Total Design Fee from the Designer's first payment and remit this amount to the ADC office as the contract filing fee.
- 6. The ADC shall levy a fee of \$25 for all cheques returned marked NSF.
- 7. In the event that the Producer fails to remit the administrative payments in full by the due date:
 - a. a penalty of 2% of the Total Design Fee per month (or part thereof) will be payable by the Producer;
 - b. beginning 30 days following the due date and continuing until the situation is resolved to the reasonable satisfaction of the Designer and the ADC; and
 - c. Such penalties paid (minus administrative charges) will be deposited to the Designer's RRSP account.

V. SECURITY DEPOSIT / BOND

- 1. The Producer will post a bond with the ADC of no less than 34% of the Total Design Fee. This bond must accompany the administrative payments to the ADC submitted with the Design Engagement Contract. Payments must be in the form of a company cheque or e-transfer.
 - a. The Producer may pre-pay the Designer's full fee by cash or cheque upon signing. The associated administrative payments must be received by the ADC in cash or cheque prior to the first day of rehearsal.

- b. The Bond may be waived by the ADC upon receipt of written requests from both the Producer and the Designer to do so. The ADC's decision with respect to waiving the bond is binding and final.
 - c. Bonds are waived on a case-by-case basis, and past approval of a waiver request shall not establish precedent for future requests.
 - d. In waiving the Bond, the Designer absolves the ADC of responsibility regarding pursuit of unpaid fees or expenses on the part of the Producer.
2. The ADC will return the bond two weeks following the final payment to the Designer upon written request (by mail or email) from the Producer to do so and written confirmation from the Designer that all outstanding monies owing to the Designer and to the ADC have been paid by the Producer. If any outstanding funds remain, the Producer must either immediately pay the outstanding amount or negotiate a payment plan prior to the release of the Bond. Failing this, the ADC shall have the right to immediately pay the outstanding funds from the Bond, and subsequently return any remaining balance to the Producer.
3. The ADC's use of the Bond to pay the Designer does not in any way remove or negate the responsibility of the Producer to pay the Designer or the ADC any amounts still outstanding after the Bond is used for this purpose.

VI. ABANDONMENT, POSTPONEMENT OR CHANGE OF DATES

1. A Production shall be considered abandoned if it is cancelled after the Designer is contracted or the Production is announced, and no replacement Production date is scheduled within forty-five (45) days of the cancellation.
2. A Production shall be considered postponed if the Official Opening date or the termination date of the Designer's residency is changed after the Designer is contracted or the Production is announced, whether the dates are moved earlier or later.
3. In the event the Production is abandoned prior to the first public performance, the Designer and the Producer shall negotiate the remaining payment due, but in no event shall the Designer receive less than two-thirds (2/3) of the Professional Fee as stipulated in this Agreement (plus GST/HST and / or other taxes as applicable). The Designer or the Producer may, if required, invoke the Dispute Resolution clauses of these Standard Terms to facilitate the negotiation.
 - a. In the event the Production is abandoned less than 90 days from the Official Opening, the Designer shall be paid the full Professional Fee.
4. In the event that the Production is postponed, through no fault of the Designer, the Designer shall perform those services not yet complete as of the end of the Designer's originally scheduled residency period, subject to the Designer's availability.
 - a. Should the Designer be available to continue for the revised residency dates, they shall be paid an additional fee not less than 25% of the original Professional Fee.
 - b. Should the Designer be available only for the originally scheduled residency period, and elect to continue with the Production, the Producer shall engage an Associate Designer (mutually approved by the Designer and the Producer) for the production. Payment to the Associate Designer shall be the responsibility of the Producer.
 - c. Should the postponement be announced less than six months prior to the First Public Performance, the Designer shall be paid the full contractual fee regardless of their availability to continue for the revised residency dates.

- d. In any circumstances in which an Associate Designer is engaged to complete the design, they shall, in the absence of the Designer, be considered empowered to make all necessary decisions and determinations on behalf of the Designer.
 - e. Should the postponement be announced more than six months prior to the First Public Performance, the Designer may elect to invoke the “abandonment” clause, above.
5. In the event that the Production is postponed through the fault of the Designer by breach of contract, the Designer shall, at the discretion of the Producer and subject to the Designer’s availability, either: (1) perform those services not yet complete as of the end of the Designer’s originally scheduled residency period, or (2) shall forfeit any and all remaining payments due under the provision of this Agreement. If the Designer does not complete services, it is agreed and understood that the Producer may engage other personnel/designer(s) to complete the original Design. In this case, the Producer or Designer may negotiate to have the Designer’s credit removed from promotional materials within the Producer’s control.
6. Notwithstanding the above, if the performance of the obligations of either Party to the Agreement is delayed or interrupted or prevented by reason of an act of God, war, public disaster, strikes or labour difficulties, governmental enactment, regulation of order, certified illness or death in the immediate family, or any other cause beyond the Designer or Producer’s control, such Party shall not be liable to the other therefor, save that whenever possible liability for the performance of any obligation herein shall not be terminated but merely suspended for a period of time based on the duration of the event that caused the delay, interruption or prevention and the effects thereof, and the provisions of this contract shall continue following the period of delay, interruption or prevention.
- a. Should the delay or interruption continue for a duration that prohibits the Designer’s continued availability, the Producer and Designer may negotiate a termination to the contract, in keeping with the spirit of the Abandonment and Postponement clauses.

VII. BILLING

1. House Program: The Designer shall receive billing in the program on the title page or cast page, in the customary order of Set, Costume, Lighting, Projection and Sound. In unusual circumstances billing may appear elsewhere provided that the placement is substantially comparable. The Designer’s name shall appear on the same page and no less than 2/3rd the size of the Director’s name.
- a. Wherever logos for other professional associations or unions are included in house programs, the ADC logo should also be included.
 - b. Any deviance from the format or structure outlined above must be communicated to and receive approval from the Designer at the time of contracting.
2. Publications: In the event that credit is given to the Director of the Production in any subsequent publication of the script/work, then credit shall be given to the Designer in such publication except where crediting is entirely outside of the control of the Producer, in keeping with typical play publications standards.
3. Recordings: Except where the Producer does not have editorial responsibility or control, the Designer shall be given credit on any audio or video recording of the Production.
4. Marquee Billing: Where the Producer uses marquee billing, and any member of the creative team other than the author(s) is credited, the Designer shall be included, in comparable size to other members of the creative team.

5. Notwithstanding all of the foregoing clauses, the Designer has the right to negotiate specifics of billing such as size and placement, relative to other members of the creative team.
6. Online Content: Billing for the Designer shall be included on the Producer's website, as of the date of the Designer's engagement or the Production's announcement, whichever comes later. The Designer must be credited when any element of the designs are used in any online promotion. At the Producer's discretion, additional billing may be provided in print marketing and promotional materials.
7. Media Releases: From the time of signing the Contract, the Producer shall include the Designer's name in any and all media releases. A copy of the media release will be forwarded to the Designer.
8. Biographies: Where a biography and/or photograph, other than that of the author(s) appears, the Producer shall include a biography and/or photograph of the Designer. Biographical and photo material will be submitted by the Designer to the Producer at the time of signing the Design Engagement Contract. The Designer shall have the right of approval of biographical materials for the program, souvenir program and online content. Approval must be in writing and shall not be unreasonably withheld.
 - a. Biographical materials not approved within 48 hours of submission to the Designer shall be considered approved.
 - b. The Producer may reserve the right to limit the word count of biographies used in programs and/or souvenir programs and online content.
 - c. If the Producer has any specific formatting requirements for biographies, they must provide the Designer a minimum of six (6) business days notice to supply biographies in the requested format.
9. Production Photographs: When the Producer uses a production photograph for promotional purposes, whether online or in print, the Designer shall be given credit that is substantially comparable to the credit given to the photographer including the full name and discipline of the Designer.
10. Notwithstanding the foregoing the Designer has the right to negotiate additional billing provisions, including for newspaper, magazine, television, online, radio, future mediums, and other advertisements.
11. In the case of an error in the fulfillment of any of the foregoing billing provisions, the Producer will pay the Designer a penalty of 1% of the Total Design Fee per day, calculation and payment commencing one week after receipt of written notice by the Producer's representative and continuing until the error is rectified, or the close of the production, whichever comes first. Exempted from this provision shall be posters in unpaid locations, and printed season or subscription brochures (but not season or subscription information posted on the Producer's website).

VIII. TICKETING

1. The Producer shall provide the Designer one complimentary ticket for all previews and two complimentary tickets for the Official Opening. Additional tickets shall be provided for Assistants and Associates as required.
2. If action is required on the part of the Designer, the Producer shall provide information directly to the Designer about how to reserve these complimentary tickets, sufficiently far in advance to ensure availability.
3. The Producer shall directly notify the Designer about any policies relating to the availability of additional professional or personal complimentary tickets. The Producer shall provide the Designer

with information about how to reserve these tickets, if available. The Designer shall be offered the same rates and number of complimentary tickets as any other member of the Creative Team or Cast.

4. The Producer shall inform the Designer of any discounted ticket policies and will provide the Designer with access to tickets under the terms of those policies.

IX. INTELLECTUAL PROPERTY RIGHTS

1. The Design is the intellectual property of the Designer. The Designer retains ownership of the work performed as part of this Agreement, including moral rights (as defined by Canadian copyright law) for its use. The Designer reserves the right to have their name listed as designer for all incarnations using the whole or recognizable part of the design, unless they choose otherwise, and the choice must be offered in advance.
2.
 - a) For engagements using the INDIE I, the Designer provides to the Producer a license to the Design for a period of three (3) years, beginning at the date of the Official Opening of the Production, pursuant to the Subsequent Use or any other clauses of these Standard Terms and Conditions. At the conclusion of this license period, any rights revert to the sole property of the Designer, and any future subsequent use of the Design will require the negotiation of a new license.
 - b) For engagements on the INDIE II, the terms are for the period laid out in the contract only. Any future remount or revival of this production requires a new contract and contract terms. No subsequent use license is included under the INDIE II.
3. Neither party to the Agreement shall assign, lease, sell or otherwise dispose of, or use either directly or indirectly, the total design of the Production or the rights thereto for any purpose not explicitly identified in this agreement, without the prior written consent of the other Party and terms negotiated. Such consent shall not be unreasonably withheld.
 - a. This is not intended to inhibit the industry practice concerning the maintenance of an in-house inventory of costumes, props, etc., and the loaning of individual items from one Producer to another.
 - b. This clause does not cover items insufficient to constitute a recognizable portion of the design, as determined by the Designer in consultation with the Producer.
 - c. Any assignment determined to constitute a recognizable portion of the design shall invoke the appropriate Subsequent Use clause.
4. The designs, sketches, renderings, and other design/creative materials covered by this Agreement may be reproduced by the Producer for promotional purposes with permission of the Designer and credit provided to the Designer. Notwithstanding the above, reproduction of designs for posters, program covers and advertising and/or any item for resale must be negotiated separately.
5. All original designs, drawings, models, plans and specifications, and other design/creative materials (whether physical or digital) prepared pursuant to this Agreement shall at all times be and remain the property of the Designer unless otherwise negotiated.
 - a. The Producer agrees to take responsibility for the care of the designs, drawings, models, plans and specifications while in its possession or that of its agents, and shall be returned to the Designer thirty (30) days following the final public performance of the Production in the initial run (as indicated in the Contract). The Designer has the right to waive the return of design documentation.
 - b. The Producer shall have the first opportunity to purchase sketches, maquettes, models, and any other renderings of the production designs at a price to be negotiated with the Designer.

It is understood that the Producer must negotiate the purchase as of the final dress rehearsal and confirm purchase by the Official Opening.

6. The Producer shall not alter, or permit anyone under its control to alter, the Approved Designs as provided by the Designer for the Production either before or after the opening performance without the express written/documented approval of the Designer.
 - a. In the event that the Producer makes substantial changes to the Approved Designs without the Designer's consent, or in the event that the Producer requires substantial changes which the Designer is not willing to implement, the Designer shall have the right to withdraw his/her name from the Production.
 - b. Such withdrawal of the Designer's name shall not constitute a waiver of the Designer's right to full payment for services provided under this Agreement.
 - c. In the event of the withdrawal of the Designer's name from the Production, the Producer shall forthwith cause the Designer's name to be removed from all handwritten bills and posters, both inside and outside the premises of the Production's venue(s), and from all subsequent printed matter on which the Designer's name would otherwise appear.

X. PHOTOGRAPHIC AND MEDIA CALLS

1. Photographic calls prior to the Opening Performance involving sets, costumes, properties, special effects and/or lighting shall be made in consultation with the Designer, with respect to those elements. The Designer shall have the right to request limited use of photographs which the Designer believes present his/her design elements in a manner detrimental to the Designer's reputation.
2. As part of the photographic call, photographs of sets, costumes, lighting and projection shall be taken, and such photographs shall be made available to the Designer. At the request of the Designer, the Producer shall provide a copy of the photographs to the Designer for their own individual souvenir, archival, portfolio, or promotional use. The Producer may levy a nominal charge for a hardcopy of a production photograph. If the production photographs are available in digital format, such copies shall be provided upon request by the Designer at no charge.
 - a. Alternately, if the Producer does not schedule a photographic call or the Designer is not satisfied with the photographic documentation for their personal uses, the Producer will provide the opportunity for the Designer to have such photographs taken at the Designer's expense, financial and other arrangements to be settled in advance. The Designer shall confirm the limited purposes for which the photograph may be used. However, the Producer shall not be responsible for any subsequent misuse of the photograph, either by the Designer or stemming from the use of the photograph by any other Artist.
 - b. If a flash is used by the Producer's photographer, the Designer has the right to request that their name be removed from the credit for these photographs. In this circumstance, the Designer shall not be required to incur any costs in order to have additional photographs taken without flash.
 - c. The Designer is entitled to take photographs during technical or dress rehearsals.
 - d. For the purpose of this clause, "Artist" shall include all artists whose artistic contribution to the production is represented in the photograph.
3. The Designer hereby agrees that the Producer may record the Production for archival purposes. The resulting recording must not be edited for any purpose whatsoever, may only be played back in private for reference purposes, as a teaching aid or private screening for potential investors of future productions. There shall be no public replay of the recording.

4. Excerpts of the Production involving the use of any designs contracted herein may be recorded for the purpose of promoting and publicizing the production without payment to the Designer, such excerpts to be limited to a maximum of five (5) minutes of performance or rehearsal for presentation on current affairs programming. Should any change to negotiated deadlines be required to accommodate these recordings or should additional work be required of the Designer to prepare for recording sessions, the Designer shall be paid an additional fee, negotiated at the time of notification or request.
5. Notwithstanding the above, when excerpts of the Production which include any portion of the Design are used, and any artist involved is paid but the amount is outside the Producer's control, the Producer shall ensure that the Designer is paid an amount commensurate with the other artists.
6. The Producer recognizes the Memorandum of Understanding between Canadian Actors Equity Association and the Associated Designers of Canada as set forth in Appendix B.

XI. SAFETY AND HEALTH

1. The Designer is responsible for the visual or aural aspects of the Production only, and it is understood that all specifications submitted by the Designer relate solely to the appearance or sound. It is understood that the Designer is not qualified to determine structural or electrical validity of submitted designs and cannot assume responsibility for engineering, construction, and use.
 - a. The Designer must consider safety in his/her design. It is understood that the Designer will alter or permit the alteration of any specifications or designs, which the Producer finds to be incompatible with proper safety or structural criteria, health regulations, building or fire codes, or other instructions from authority(ies) having jurisdiction.
 - b. The Designer is not responsible for damages resulting through the failure of the Producer or contractors to carry out in a safe and responsible manner the execution of the designs and plans prepared by the Designer.
2. The Producer will indemnify, defend, save, and hold the Designer and his or her agents harmless from and against all liability, costs and/or other loss, including reasonable attorney fees, which may arise regarding the electrical validity, structural integrity and/or safety of the designs furnished under this agreement.
3. The Producer will identify on the Contract whether or not it has comprehensive general liability insurance.
4. The Producer shall provide the Designer with safe and sanitary places of engagement in keeping with health and safety standards established by the province or territory in which it is located.

XII. TRANSPORTATION AND ACCOMMODATION

1. Whenever the Designer is required by the Producer to travel to fulfill his/her obligations under the terms of this Agreement, the Producer will provide the Designer with round trip air or other available and appropriate transportation, and budgeted incidental travel expenses. The Producer and the Designer agree that transportation shall be by both the most reasonably economical and mutually convenient method. Should either party subsequently change the arrangements for any reason, that party shall be responsible for any additional costs incurred.
 - a. The Producer shall reimburse the Designer for transportation costs to and from both the Designer's home and the venue to the airport, terminal, or depot (as applicable), by the most reasonable means of transportation.
 - b. For journeys greater than 400km, the Producer may not compel the Designer to accept less than air transportation.

- c. The Producer shall pay for baggage fees for up to two bags of personal effects, provided they are not oversized or overweight, for all travel legs.
 - d. Acceptable fare class for the Designer's travel shall be no less than Air Canada Flex (or equivalent), offering a guaranteed seat, minimum one checked bag, and the ability to change the ticket. The new "Basic Economy" low-service classes are not an acceptable fare class for the Designer's travel.
 - e. Should the Designer be required to use their personal vehicle for transportation either: (a) to and from the Point of Origin, or (b) as a requirement of the Producer or the Production Schedule, they shall be reimbursed for the use of their vehicle at a rate not less than the Government of Canada Automobile Allowance Rates.
 - f. The Designer may negotiate additional transportation considerations, details of which will be included in the Contract.
2. When the Designer is required to travel to the producer's Point of Origin for work on the Production, the Producer shall provide the Designer with single occupancy quiet, clean, and sanitary accommodations, which shall include kitchen facilities and private bath. Alternate accommodation must be satisfactory to the Designer and at no cost to the Designer. The Producer is not required to supply accommodation if the Designer's permanent residence is located in the Point of Origin.
 - a. If the accommodations are more than 1km from the workplace and public transportation is unavailable, or if the Designer is required to travel alone after 11pm, the Producer will provide public transportation for the Designer or pay for non-public transportation for any trip requested or required by the Producer.
 - b. If the accommodations do not include kitchen facilities, a per diem shall be provided to the Designer, at a rate no less than that indicated in the current Appendix A.
 3. High-speed Internet access must be supplied at no cost to the Designer inside their accommodations. Should the accommodation not include pre-existing high-speed access, the Producer shall provide and ensure the installation of an adequate hookup for the use of the Designer. High-speed wireless Internet access must also be supplied to the Designer in all of the venue's facilities, throughout their residency.
 4. The above shall also apply whenever the Designer is required to travel outside of their or the Producer's Point of Origin, to fulfill his/her responsibilities with respect to Joint Productions or Tours.
 5. Notwithstanding the above, the Designer may negotiate additional accommodation and per diem provisions, details of which will be included in the Contract.
 6. The Designer must be given the opportunity to take appropriate breaks throughout the work day. On workdays exceeding ten hours in span, the Producer will ensure the designer receives at least one substantive meal break. Production schedules should not be constructed to anticipate the Designer to be onsite for more than 12 hours per day.
 7. If, at the Producer's request, the Designer has traveled overnight, there must be at least eight (8) hours between the time of arrival at the point of origin and the call to work.
 8. The Designer shall not be required to work and travel on the same day, unless otherwise negotiated between the Designer and the Producer.
 - a. In the case that the Designer agrees to work on the travel day, they will not be required to report to the Theatre for a minimum of 4 hours from their arrival in the Point of Origin.

XIV. RESIDENCY

1. The total number of days the Designer is required in residence at the venue, including the specified 'tech period' shall be established in the Contract and any necessary riders.
 - a. Should the Designer be requested to travel to their residency location, these travel days shall be included in the residency dates.
2. The Designer or approved designate shall be available at mutually agreeable dates and specified locations for consultation(s) with the members of the Creative Team, other Designers and/or the Producer's Designated Representative, and shall be available to supervise and approve all work pursuant to this Agreement, as specified by the Residency section of the Contract.
3. The Designer shall inform the Producer on an on-going basis of any other commitments which may impact upon the Production.

XV. PROFESSIONAL FEES

1. The Producer and the Designer shall agree on the fee to be paid to the Designer for his/her engagement, and such fee shall be stated in the Contract.
2. The Base Fee Schedule of Professional Fees for Design Services are included as Appendix A and may be updated annually.
 - a. For Producers engaging under a Design Engagement Contract I, minimum fees are expressed on the basis of the CAEA House Categories.
 - b. For Producers engaging under a Design Engagement Contract II, the agreed share of profits, over and above the minimum fee, is to be included as a rider to the Contract.
 - c. In Profit Share Agreements, the Designer or their agent shall have access to complete financial records, as requested.
 - d. The rates listed are base fees and shall be used as a starting point for good faith negotiations between Producers and Designers (and/or their representatives) of compensation appropriate to the specific design requirements of the production.
 - e. The base fee shall not limit the Designer's right to negotiate higher fees and to take into account the scope and scale of the production and consideration of the human, financial, and physical resources of the Producer.
3. Professional Fees are in consideration of the Designer's creative contribution to the Production, the conception of the Design, the work required to communicate the Design, and consultation on the execution of the Design by the production staff.
 - i. Any additional services beyond those required to communicate the concept and execution of the design shall be compensated separately, at a rate negotiated in the Contract. The Producer may require that the Designer submit a separate invoice for these services.
4. In the event that, after the Preliminary Designs have been approved, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative process and for which the Producer requires re-Design or additional designs, the Producer shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.
5. In the event that, after the Completed Designs have been approved by the Producer, there are changes to the script and/or concept and/or budget of the Production which go beyond the normal modifications and additions which are understood at the date of signing to be part of the creative

process or the Producer requests additional designs, drawings or additional time, other than that needed for the execution of the Completed Design, the Producer shall pay to the Designer additional compensation for each and every day required to complete the modifications and/or new designs.

6. In the event that, after the Completed Designs have been approved by the Producer, there are changes to the Design required as a result of inaccurate or out-of-date drawings or inventories supplied to the Designer, the Designer shall be paid a daily rate for these changes, at a rate not less than the negotiated daily rate for “additional services”.
7. Daily rates:
 - a. At the time of contracting, the Designer and the Producer shall agree on a daily rate for any additional services required of the Designer. The daily rate shall be no less than the greater of:
 - i. the individually negotiated rate;
 - ii. 6% of the total design fee per day; or
 - iii. the current applicable minimum rate for the venue for which the work is being conducted, as indicated in Appendix A.
 - b. If any additional services requested of the Designer require their presence onsite between midnight and 8am, the rate shall be augmented by 50%.
 - c. The Designer must be paid on a weekly basis for all daily-based work conducted, payment to be issued no later than the Friday on or after the work occurs, unless specific other terms of payment are negotiated in advance.
 - d. The Designer reserves the right to negotiate separate or better terms for daily rates, whether in advance or as a consequence of inflationary adjustments subsequent to the original negotiation; and the right to negotiate hourly or weekly rates instead of daily rates.
 - e. If a Production’s schedule is configured such that a Designer’s presence is requested at the venue for more than six consecutive days, they shall be paid double the negotiated daily rate for the seventh day onsite.
8. Royalties:
 - a. Any per-performance or weekly royalty fees shall be negotiated at the time of contracting, regardless whether any extension to the Production is anticipated.
 - b. Royalty fees may be no less than the greater of:
 - i. the individually negotiated royalty;
 - ii. 2% of the Designer’s total original design fee per performance; or
 - iii. 2% of the current applicable minimum design fee for the venue in which the performance is taking place.
 - c. A royalty shall apply to any performances added to the schedule after the Designer is contracted, whether those performances occur within the original performance weeks or occur after the closing performance originally scheduled in the Designer’s Contract.
 - d. Additional royalty considerations may apply for uses of the Design outlined in the Subsequent Use section of these Terms.
 - e. The Designer has the right to negotiate separate or better terms for all Royalties, which shall be outlined in the Contract.
9. GST/HST: If the Designer is registered for the GST/HST, all design fees, daily rates, royalties, or other fees for services shall have the applicable GST/HST added to the payments, without prejudice.

The Designer shall supply the Producer with their business number prior to the addition of any GST/HST amounts.

XVI. REIMBURSABLE EXPENSES

1. Designers shall not be required to advance their personal funds for expenses of the production.
2. The Producer shall reimburse the Designer, upon the presentation and approval of receipts, for out-of-pocket expenses related to the Production, including, but not limited to: art and drafting materials, supplies for model building, studio equipment and supplies, meals while in transit at the Producer's request, research materials, telephone, fax, postage, shipping, copying, and local transportation and sound studio expenses.
3. The Designer and the Producer shall agree, at the time of contracting, on the appropriate maximum amount of total reimbursable expenses, which shall in no case be less those listed in Appendix A.
4. If, subsequent to contracting, the Designer anticipates additional expenses directly related to the Production, the Designer shall immediately inform the Producer of the nature and amount of such expenses and seek the Producer's prior approval of these expenditures.
5. The Designer must submit all receipts and expense reports to the Producer no later than forty-five (45) days after the Official Opening. The Designer shall be reimbursed by the Producer within ten (10) business days of submission
 - a. Should a Designer amortize an expense across multiple productions, the Designer may submit a single receipt or invoice detailing the portion of the expense assigned to this production.
 - b. Should an expense be incurred internationally, the Designer may determine foreign currency exchange by either:
 - i. including a credit card statement detailing the charged amount for the expense in Canadian Funds; or
 - ii. by calculating the exchange rate on the date receipts are submitted to the Producer and indicating the source of the currency exchange rate.

XVII. JOINT PRODUCTION

1. A Joint Production is one that includes more than one Producer or Producing organizations and is intended for presentation in one or more venues.
2. The Producer with the earliest residency dates of the Joint Production shall act as the "Originating Producer" by engaging the Designer on behalf of the subsequent Producers.
 - a. Should the Joint Production be intended for presentation in a single venue and one of the Producing partners is a member of PACT, that PACT-member Producer shall be the "Originating Producer" and must engage the Designer.
 - b. Should the Joint Production be intended for presentation in multiple venues, and one or more of the Producing partners is a member of PACT, the Designer must be engaged with an ADC-PACT Contract.
3. At the time of contracting, all known performance venues, dates or tentative dates, and Producers must be identified to the Designer and specified in the Contract.
4. Terms of compensation for the entire duration of the Joint Production shall be established in the Contract, and shall be no less than the following:
 - a. The Designer shall receive a design fee for the first venue no less than the minimum professional fee for the Joint Production's venue with the highest CAEA Category.

- b. The minimum professional fee shall be augmented by 50% for Joint Productions with two venues, and by an additional 25% for every additional subsequent venue.
 - c. The Designer shall receive the negotiated royalty payments for the use of the Design at the second and all subsequent venues.
5. Should the Designer be required onsite at any subsequent venue, they shall be paid a daily fee for each and every day in residence at the subsequent venue, including travel days.
 6. Should, subsequent to the conclusion of the Designer's residency in the first venue additional work be required at the first venue, or should additional work be required to accommodate any subsequent venue, the Designer shall be offered the opportunity to perform such work and shall be paid a daily fee as negotiated.
 7. At the time of contracting, the Designer and the Producers may approve the engagement of the position of Associate or Assistant Designer who may act as the Designer's designate in subsequent venues. The Designer and Producer shall make every effort to engage an ADC member as this designate.
 8. Should, subsequent to contracting the Designer, the performance or residency dates change for any venues in the Joint Production, the availability of the Designer or Designer's designate may not be guaranteed. If the Designer or Designer's designate is not available, the Producer shall be responsible to engage a new designate, subject to the approval of the Designer.
 9. The Originating Producer shall, unless otherwise agreed to in writing, be responsible for providing the Designer with Production Information for all venues in the Joint Production.
 10. The Originating Producer shall, unless otherwise agreed to in writing, be responsible for the timely flow of all production information to all other Producers and to the Designer, throughout all phases of the Joint Production. The Originating Producer's Designated Representative shall, unless otherwise agreed to in writing, be the Designer's primary contact for all subsequent venues.

XVIII. SUBSEQUENT USE OF THE DESIGN

1. Remounts and Revivals
 - a. A Remount or Revival occurs when the Producer, subsequent to the initially contracted closing date, elects to re-open the Production in the same venue, with the entire or a recognizable portion of the initial Design.
 - b. The Designer shall receive a payment not less than thirty-five percent (35%) of the originally negotiated fee, or thirty-five percent (35%) of the current applicable minimum, whichever is greater.
 - c. The Designer shall receive the negotiated royalty beginning from the first public performance of the remount.
 - d. Should any work be required of the Designer in the execution of the Remount or Revival, they shall be paid no less than the negotiated daily rate.
 - e. The Designer shall be afforded the right of first refusal for any work required to remount the work, or shall have the right to approve the Associate Designer engaged to undertake the remount. The Producer shall make every effort to engage an ADC member as the Associate Designer.
2. Transfers
 - a. A Transfer occurs when the Production is moved to a different venue with the whole or a recognizable part of the design intact, whether planned in advance or not, and whether by the original Producer and/or a new Producer.

- b. The Designer shall receive a payment not less than sixty percent (60%) of the originally negotiated fee, or sixty percent (60%) of the currently applicable minimum in the new venue, whichever is greater. This fee does not require the Designer's presence onsite at the new venue.
 - c. The Designer shall receive the negotiated royalty for each and every performance following the date of Transfer. Should the Production be transferred to a larger venue, the royalty shall be augmented according to Clause XIV.8, "Royalties".
 - d. Should the Designer's presence be required at the new venue to oversee the transfer, or should any work be required of the Designer in the execution of the Transfer, they shall be paid the negotiated daily rate for every day they are required onsite.
 - e. The Designer shall have the right of first refusal to perform any additional work required for the adaptation or modification of the Design to accommodate the new venue, or shall have the right to approve the Associate Designer engaged to undertake the transfer. The Producer shall make every effort to engage an ADC member as the Associate Designer.
 - f. A Producer may alternatively elect to engage the original Designer under a new Design Engagement Contract for the Transfer, subject to negotiation with the Designer.
3. Transfer to a PACT Theatre
- a. This Design cannot be sold or directly transferred to a PACT Theatre.
 - b. Should the Production be subsequently transferred to, revived by, or Produced by a PACT Theatre, with the intent to retain the whole or a recognizable portion of the Design, the PACT Theatre must engage the Designer under a new contract according to the terms of the ADC/PACT Agreement.
4. Festival or Showcase Performances
- a. Recognizing that festival or showcase environments often provide limited resources, it is understood that not all elements of the Design may be recreated in their entirety, however this does not limit the Designer's right to be credited for the Design, nor the Designer's right to receive royalty payments, should any recognizable portion of the Design be used.
 - b. The Designer shall receive a royalty payment for each performance at the Festival, whether the full production or an excerpt.
 - c. The Designer shall have the right of first refusal to complete any work necessary for the adaptation of the Design to suit the festival resources, at a rate negotiated between the Producer and the Designer.
5. Tours not planned in advance of original contracting
- a. Should a Producer elect, after the contract is negotiated, to send the Production on tour with the intent to use all or a recognizable portion of the Design, the following clauses shall apply.
 - b. The Designer shall receive a tour fee not less than thirty-five percent (35%) of the originally negotiated fee, or thirty five percent (35%) of the applicable minimum.
 - c. The Designer shall receive a royalty beginning from the first public performance at the first stop of the tour. The royalty for the entire tour shall be determined based on the greater of: the originally negotiated royalty, or the minimum acceptable royalty for the largest venue on the tour.
 - d. The Designer shall be provided the right of first refusal to perform any work required for any adaptation of the Design for general tour or for installation into any venues on the tour.

- e. Should the Tour be planned after the initial contracting but earlier than thirty (30) days before the Preliminary Design deadline, the Producer may request the Designer to consider some touring restrictions in their design, for an additional fee not less than twenty-five percent (25%) of the originally negotiated fee, or twenty-five percent (25%) of the current applicable minimum, whichever is greater.
 - f. Should the Tour be planned after the initial contracting but prior to the Completed Design deadline, the Producer may request the Designer to consider some touring elements in their design, for an additional fee not less than fifty percent (50%) of the originally negotiated fee, or fifty percent (50%) of the current applicable minimum, whichever is greater.
6. Use in Motion Pictures or Broadcast:
- a. The Producer shall not have the right to assign, lease, sell, license or otherwise use directly or indirectly, any portion of the Design for any use in motion pictures, digital recordings, television live broadcasts, simulcast or any other image and audio recording or transmission process now or herein-after invented, except as specified in the Contract and these Terms, without written permission from the Designer.
 - b. For a broadcast of a Production in which an aggregate total greater than fifteen (15) minutes of live images and/or captured material from the Production is used or licensed by the Producer, the Designer shall be paid the following minimum fee:
 - i. For broadcast of a portion of the Production: by individual negotiation;
 - ii. For non-commercial broadcast of the entire Production: fifty percent (50%) of the original design fee, or the current applicable minimum, whichever is greater.
 - iii. For commercial broadcast of the entire Production: seventy-five percent (75%) of the original design fee, or the current applicable minimum, whichever is greater.
 - c. For any other uses, a royalty payment / license fee not less than 40% of the original fee for such rights per contracted use must be negotiated prior to the new use of the design.
7. Should the Designer be required to travel outside of their place of residence for any cause related to a subsequent use of the Design, they shall be provided with travel, accommodation, and per diem, in addition to any other contractual fees to which they are obligated.

XIX. TOURING PRODUCTION

1. A Touring production is defined as one that is intended, at the time of initial contracting, to be presented in more than one venue, and designed as a "tour package" not specific to any one venue.
2. In the case of a touring production, the minimum professional fee shall be determined by the largest venue in which the Design shall be presented and known at the time of initial contracting or booked prior to the Official Opening.
3. In the case of a touring production, the Designer shall be entitled to royalty fees beginning with the first public performance. The per-performance royalty must conform, on a venue-by-venue basis with the requirements of Clause XIV.8.
4. In the case of a touring production, the Designer may be requested to consider certain unique physical or material restrictions to the Design, including but not necessarily limited to: truck space and dimensions; touring equipment inventories; set-up and strike time and labour restrictions; etc.
5. In any case, all special restrictions or limitations on the Design must be explicitly negotiated and identified in the Contract or an attached rider.

6. The Designer shall have the right of first refusal to perform any design work required for the adaptation of the designs to suit installation in any given venues on tour, at a rate which shall be negotiated at such time.

XX. PRODUCTION INFORMATION FOR NEGOTIATION

1. The Designer must be provided with the following information prior to agreeing to design a Production and/or negotiating a fee for design services:
 - a. Name of the Director, Choreographer, Musical Director, or other person designated as the leader of the Creative Team;
 - b. The nature of the Production as envisioned by the Producer and the person designated as the leader of the Creative Team;
 - c. Names of all other, already-engaged, members of the Creative Team (including composers);
 - d. Details of the leader of the Creative Team's availability to the Designer in the vicinity of proposed design deadlines;
 - e. Any other requirements of the Production (e.g.: being performed in repertory, planning for storage or touring, etc.);
 - f. Planned Production schedules, including any relaxed, ASL, or other special performances;
 - g. Proposed duration of run of the Production including the scheduled number of performances;
 - h. Anticipated residency period(s) for the Designer, including accommodation where necessary;
 - i. Details of the proposed budgetary allocations for the Production;
 - j. Plans for crewing of the Production (including set-up, rehearsal, and operation);
 - k. Any requests with respect to scenic models, costume sketches, production and technical drawings;
 - l. Details of any planned video or photographic recording – whether for promotion, broadcast, media calls, or other future use;
 - m. The script, libretto, score, or other structural basis of the Production;
 - n. Details of technical and production equipment and services allocated to the Production;
 - o. Venue name and CAEA Category (if applicable); and
 - p. Any other specific artistic considerations applicable to the Producer.
2. Subsequent to the engagement of the Designer, the Designer will be informed at the earliest possible opportunity of all major changes in creative personnel, production and rehearsal schedules, major casting, budgets, scenery, lighting, costuming and sound.

XXI. ADDITIONAL INFORMATION REQUIRED FROM PRODUCER

1. The Producer shall provide venue and production information to the Designer at the time of contracting. In the case of Joint Productions, the originating Producer will provide this information for all venues at the time of initial contracting.
2. The Producer shall supply the Designer an up-to-date, accurate scale plan and section of the venue(s).
 - a. Plans and Sections should indicate:
 - i. Stage, seating areas, and ceiling profile;

- ii. All extreme sightlines;
 - iii. Any permanent light hanging positions, assigned electric linesets, and circuit outlets;
 - iv. Any permanent projector hanging positions;
 - v. Any permanent loudspeaker positions, line-level patch points, microphone-level patch points, speaker-level patch points and permanently assigned linesets.
 - b. The scale of all drawings supplied by the Producer or Designer must be specified in the Design Engagement Contract, including for any subsequent venues.
 - c. Photographs of any obstructions or obstacles located in the venue.
3. The Producer shall supply the Designer with information regarding the human, financial, and physical resources available to the Production at the time of contracting.
 4. The Producer shall supply the Designer with details of any physical constraints at the venue which may impact the design.
 5. For Scenic Designers, the Producer shall additionally supply:
 - a. technical data of venue(s) including, but not limited to, permanently assigned line sets, hard and soft goods inventory and floor type.
 - b. information regarding applicable stock, the costs of common materials locally available.
 6. For Costume Designers, the Producer shall additionally supply:
 - a. Scale drawings of the venue(s) are not required for Costume Designers.
 - b. A description and inventory of available dressing rooms and their proximity to the stage.
 - c. Current cast list with measurements and, if possible, photos.
 - d. Detail of any planned use of wireless microphones or other wireless devices.
 - e. Information regarding applicable stock, the costs of common materials locally available.
 7. For Lighting Designers, the Producer shall additionally supply:
 - a. An indication of the location of any scenic or technical equipment elements that might affect the lighting design.
 - b. Up-to-date scenic ground plans and sections, as they are made available to the Producer, throughout the approvals process.
 - c. up-to-date description of lighting equipment including fixtures, cable, control, preferred colour or gobo brands and stock availability.
 8. For Video/Projection Designers, the Producer shall additionally supply:
 - a. An indication of the location of any scenic or lighting elements (if known) that might affect the projection design to the extent that such information is necessary for creating and implementing the projection design.
 - b. Up-to-date scenic ground plans and sections, as they are made available to the Producer, throughout the approvals process.
 - c. Information regarding expected control and delivery system(s); equipment to be used for the projection design (technical specifications, preferred location in venue, available inventory or rental budget).
 9. For Sound Designers, the Producer shall additionally supply:

- a. Detailed system signal flow or block diagram showing installed equipment as well as all inputs, outputs and patch points available.
- b. Up-to-date description of audio equipment including playback devices, microphones, cable, consoles, processors (delays, EQ's, crossovers, compressors/gates, reverbs etc.), amplifiers and loudspeakers.
- c. Detail of any planned use of wireless microphones or other wireless devices.
- d. An up-to-date cast list, in the case of a reinforced musical.
- e. An outline indicating the parameters of the design.
- f. In the case of a reinforced musical, a rehearsal script in a clearly legible and preferably editable digital format.

XXII. REQUIREMENTS OF THE PRODUCER

1. The Producer shall ensure the availability of the leader of the Creative Team and the Designer's access to this person in advance of and proximate to any design deadlines. The Producer shall ensure the availability of the Producer's representative responsible for providing costings and approval of the Design at the time of any design deadlines.
2. When more than one Designer is involved in a production, the Producer shall ensure that communication occurs among all contracted Designers prior to the acceptance of any one Preliminary Design.
 - a. The Producer shall, upon receipt of preliminary designs, supply them immediately to all other designers.
3. The Producer shall ensure the satisfactory realization and maintenance of the Production as designed by the Designer according to the standards of the Producer, in consideration of the human, financial and physical resources of the Producer, subject to the budgetary limitations as stipulated in the Agreement.
4. The Producer shall consult the Designer in the choice of outside contractors, agencies, or additional staff who will be realizing the designs.
5. The Producer shall consult the Designer in the choice of suppliers and equipment required in the execution of the Design.
6. The Producer shall be responsible for the on-time delivery of production information and approvals, and shall be responsible to ensure that all necessary stakeholders provide information and approvals, according to the schedule agreed upon and set forth in the Contract.
7. The Producer shall provide detailed cost estimates and breakdowns to the Designer in writing and according to the timeline indicated in the Contract.
8. The Producer shall retain the right to dispose of materials used in the execution of the Design for the Production, but shall undertake to ensure that the complete design, or a recognizable portion thereof, is not re-used, sold, rented, loaned, or given to another Party for use in another Production in the form used in this Production, without the prior written consent of the Designer.
 - a. This is not intended to inhibit the industry practice concerning the loaning of individual costumes from one Producer to another.
9. Obligations to Costume Designers:
 - a. The Producer shall provide the Costume Designer the opportunity to see each individual for whom costumes have been designed for at least one preliminary and one final individual fitting prior to the first dress rehearsal or photo call, whichever occurs first.

- b. In the case of all cast replacements (including emergencies), the Producer shall use their best efforts to ensure that the Costume Designer's original Design is used, and the Producer shall endeavour to contact the Designer as quickly as possible.
10. The Producer shall be responsible for all costs related to the creation and execution of the Approved Design
11. The Producer must accept sole legal and financial responsibility to secure rights and clearance from the copyright holder to use any third-party materials in the creation of the Design, whether contemporary police or military uniforms, still image, moving image, sound, recorded music, or other potentially copy-written form.
12. The Producer agrees to hold the Designer harmless in any questions of copyright infringement where the Designer has provided the Producer with details of use of the items in question.
13. Where any rights, clearances, or licenses are required, the Producer shall be responsible to acquire these rights, clearances, or licenses.
14. The Producer shall provide adequate time in the technical set-up and rehearsal process for the installation, testing, cueing and integration of all Design elements into the Production based on the needs of the Production as established in conjunction with the Designer, the Director and other members of the Creative Team.
15. The Producer shall provide, for all cueing sessions with a Lighting Designer and/or Projection Designer, a painted and roughly-dressed set, available costumes or equivalent and a light-walker with a skin tone sufficiently similar to the performer(s), and who is, if possible, familiar with the blocking.
16. The Producer shall provide, for all system tuning and cueing sessions with the Sound Designer, the majority of the set positioned and configured as is expected for performances.
17. The Producer shall provide, for all cueing sessions with a Lighting, Sound, or Projection Designer, a console operator sufficiently familiar with the console and in-house equipment to be able to fully program the production.
18. The Producer shall endeavour to maintain all in-stock equipment in good repair and reliable, serviceable condition.
19. In the event that any of the provisions of the above clause are perceived to have been violated, the Dispute Resolution Process herein shall be invoked to establish the extent of violation and the penalty. If it is deemed a violation has occurred and a penalty is charged, the Producer shall pay such penalty.

XXIII. PRODUCTION BUDGET

1. The Leader of the Creative Team and the production staff shall be informed of the budget figures set out in this agreement, and should any of these figures be revised, the Leader of the Creative Team, the Designer and other relevant parties shall be notified of the changes in a timely manner.
2. The Designer will conceive and develop the designs not only in consideration of the needs of the production but also in consideration of the human, financial and physical resources of the Producer as described under "Scope and Scale" in the Contract and as communicated by the Producer to the Leader of the Creative Team.
3. The Designer will submit Preliminary Designs which they reasonably expects can be executed within the budget amounts and schedule agreed to in the Contract.

4. Notwithstanding the above, it is understood that the final responsibility for the labour and material estimates rests with the Producer, and the Designer agrees to alter their designs if approval has not been given.
5. Regular Production expenditure statements will be made available to the Designer upon request.

XXIV. SERVICES

1. The Designer shall provide, as agreed upon by the Producer and the Designer, and according to the schedule specified in the Contract, visual presentations, specifications, selections and/or approvals, and consultation customary for the execution of the designs.
2. The Designer may, in consultation with the Producer, designate an Associate or Assistant Designer, who shall be considered, in the absence of the Designer, equivalent to the Designer for the purposes of this Agreement.
3. The Designer shall not be required, as a condition of engagement, to perform work which would normally be done by production staff and/or craftspersons.
4. The Designer shall be responsible for the completion and on-time delivery to the Producer of all designs and design specifications, according to the schedule agreed upon in the Contract, provided that they have received all necessary production information and approvals as agreed upon in the Contract.
5. The Designer shall attend rehearsals as necessary, and at least one run-through prior to the start of technical rehearsals.
6. The Designer shall, as necessary for the execution of the design, attend and consult at set-up, technical rehearsals, and dress rehearsals.
7. The Designer shall attend the First Public Performance and shall be available for consultation until the Official Opening Performance of the Production.
8. The Designer shall provide a Design which corresponds to the needs, budget, and schedule of the Production, such needs having been defined in discussions with the Director, the other Designers, and the Producer or Producer's Designated Representative.

XXV. DESIGN DEFINITIONS

1. "SET DESIGN" shall include but not be limited to: the design of the performance space, together with its surface treatment, masking, properties, including hand properties (but not including costume accessories), furniture, set dressing, visible transitions, and special effects related thereto.
2. "COSTUME DESIGN" shall include but not be limited to: all clothing worn by all performers, whether designed, found or selected by the Designer; all hairstyles, facial hair, wigs, etc.; makeup and special costume effects; all accessories, headgear, gloves, footwear, etc.; and the functioning of these elements in performance, including quick changes.
3. "LIGHTING DESIGN" shall include but not be limited to: the selection of the direction, colour and intensity of light to be used in the Production and the placement and duration of all light cues and effects to be used in the Production.
4. "PROJECTION DESIGN" shall include but not be limited to: the selection of the location, orientation, type and quality of electronically reproduced and/or enhanced visual media and/or the visual projection equipment to be used in the Production and the placement and duration of all visual media cues and effects to be used in the Production, in consultation with the Director and other designers.

5. "SOUND DESIGN" shall include but not be limited to: the selection of the location, orientation, type and quality of electronically reproduced and enhanced sound and sound equipment to be used in the Production and the placement and duration of all sound cues and aural effects to be used in the Production, in consultation with the Director and the Composer, if any.
6. "PRELIMINARY DESIGN" is the Designer's initial official submission to the Producer and is intended to convey the general conceptual framework of the Design. The specific deliverable requirements for each discipline are outlined separately.
7. "PRELIMINARY DESIGN APPROVAL" is the Producer's approval which follows the Designer's Preliminary Design submission, and the Producer's preliminary cost estimates. The Approval shall be taken as confirmation that the Preliminary Design is accepted by the Producer and the Director, with regard to budgetary and artistic considerations. Should modification or change to the Preliminary Design concept be required prior to approval, the Designer shall modify or re-design, submitting revised work in the same form as the Preliminary Design. Approval must be supplied in writing from the Producer and copied to the Director. The Designer will not conduct any further work on the Design until the Approval is given.
8. "COMPLETED DESIGN" is the Designer's submission of documentation sufficient for the Producer to prepare final costing and to begin execution of the Design.
9. "COMPLETED DESIGN APPROVAL" is the Producer's approval which follows the Designer's Completed Design submission. No work should commence towards the implementation or execution of the Completed Design until such time as Approval is given. Should modification or change to the Completed Design be required prior to approval, the Designer shall modify and submit revised work in the same form as the Completed Design. Approval must be supplied in writing from the Producer and copied to the Director. Commencement of construction or implementation of any portion of the design shall be considered approval of the design.
10. "APPROVED DESIGN" is the final executed Completed Design with all modifications and changes made to the satisfaction of the Director, Producer, and the Designer, and documentation for which may have been initialled and dated by the Parties hereto. In any case, approval is deemed given as of the Official Opening.

XXVI. SCENIC DESIGN

1. "PRELIMINARY SET DESIGN" includes scale floor plan(s) with measurements; preliminary properties and set dressing list; and at least two (2) of the following: perspective sketch(es) or front elevation sketch(es), unpainted scale model(s), or preliminary scale elevations showing proportion and size. In any case, the following information shall be supplied: options of general construction methods; special materials or surface treatments; mechanical devices or application requirements, if any; a list of special effects; and sufficient other information as determined by the Producer to reasonably estimate costs, on the understanding that the Preliminary Designs reflect the discussions among the Designer, the Director and the Producer.
2. "COMPLETED SET DESIGN" includes coloured physical or digital rendering(s) and/or working scale model(s); accurate scale floor plan(s), section(s), and elevations; design drawings detailing all scenic elements including proposed storage; painting elevations or equivalent; lists of all known properties and set dressing, with illustrations indicating colour and dimensions; details of special effects; and any additional details pertaining to overall design sufficient for detailed costing and realization.
3. The Scenic Designer shall:
 - a. Supply a colour sketch and/or painted working scale model of each set, at the discretion of the Designer unless explicitly negotiated with the Producer.

- b. Co-ordinate the realization of the set(s), in direct communication with the technical supervisor, Production Manager, Director, or with any other Designated Producer's Representative.
- c. Supply the Producer with all plans and specifications, sketches, colour samples and detail of surface textures required by the Producer for estimation of costs for the construction and painting of the set(s).
- d. Supply the ground plan and section for both Preliminary and Completed Designs in the scale as specified in the body of the Contract. The scale of all other drawings will be at the discretion of the Designer.
- e. Supply the Producer with all plans and specifications required by the Producer for estimation of cost and/or acquisition and/or construction of all properties, furniture and set decorations.
- f. Design and/or supervise special scenic effects including visible transitions, in consultation with the other Designers and the Producer.
- g. Select or supervise the selection of all set(s) and properties which are borrowed, rented, purchased, or selected from stock.

XXVII. COSTUME DESIGN

1. "PRELIMINARY COSTUME DESIGN" includes a full costume plot indicating the number of costumes per character; known quick changes; any special treatment or fabrication requirements not common to standard costume construction; and visual representations to indicate style and shape with sufficient detail as determined by the Producer to reasonably estimate costs, on the understanding that the Preliminary Designs reflect discussions amongst the Designer, the Director and the Producer.
2. "COMPLETED COSTUME DESIGN" includes full sketches of each and every costume and costume accessory required for the Production; colour information; specific working drawings for extraordinary or complex costuming requirements and known quick changes; fabric swatches and/or texture specifications; and wig or hair sketches or references showing profile, front and back views and colour information as required for detailed costing and realization.
3. The Costume Designer shall:
 - a. Supply Preliminary Designs and Completed Designs as required for the estimation of cost and construction of all costumes.
 - b. Co-ordinate and direct the realization of the costume(s) in direct communications with the Wardrobe supervisor, Production Manager, Leader of the Creative Team, or with any other Designated Producer's Representative.
 - c. Supervise the selection of costumes, or parts thereof, which are borrowed, rented, purchased, or selected from the Producer's stock or performers' personal wardrobe.
 - d. Be responsible for the supervision of all necessary fittings and alterations, these fittings to be scheduled by the Producer at mutually agreed upon times and locations.
 - e. Design, select and/or supervise the selection of all accessories, headgear, gloves, footwear, hose, purses, jewellery, umbrellas, canes, fans, masks, etc.
 - f. Supervise and/or design makeup and hairstyling and to design, select and/or supervise the selection of wigs, hairpieces, moustaches and beards and to provide sketches or references showing profile, front and back views with colour information as required by the Producer.

XXIX. LIGHTING DESIGN

1. "PRELIMINARY LIGHTING DESIGN" includes a description of the basic lighting approach; a rough inventory of equipment; special rigging; general specifications of any special lighting effects; and sufficient further information which is required as determined by the Producer to reasonably estimate costs with the understanding that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Producer.
2. "COMPLETED LIGHTING DESIGN" includes all plots, schedules, specifications and working drawings that the Producer requires for detailed costing and execution of the Design.
3. The Lighting Designer shall:
 - a. Coordinate and direct the realization of the Lighting in direct communication with the Head Electrician, Production Manager, Leader of the Creative Team, or with any other Designated Producer's Representative.
 - b. Provide: a hanging plot drawn to scale showing type and position of all fixtures, fixture and hookup schedules, full equipment list, additional schedules, specifications and working drawings for colour media, special effects and other items necessary for realization of the Lighting.
 - c. Maximize the use of the inventory of equipment and colour provided by the Producer. Any additional equipment or colour is to be approved in advance by the Producer.
 - d. Develop an outline of the cue structure with the Leader of the Creative Team.
 - e. Direct the focus of all lighting fixtures.
 - f. Set and record the lighting cues and to supervise the execution and operation of the Lighting during technical and dress rehearsals and the first public performance.
 - g. Provide a final plot, schedules, and cue descriptions of the Approved Design, as necessary to facilitate effective maintenance of the Design.
 - h. Design and/or supervise special effects including gobos, visible transitions and all practical electrics, in consultation with the other Designers, the Director and the Producer.

XXX. VIDEO/PROJECTION DESIGN

1. "PRELIMINARY PROJECTION DESIGN" includes, in a written and/or graphic format, sufficient information to communicate the design approach and requirements, and may include equipment, imagery, copyright requirements, scope of work, or other details as required by the Producer to reasonably estimate costs. It is understood that the Preliminary Design reflects the discussions among the Designer(s), the Director and the Producer's Designated Representative.
2. "COMPLETED PROJECTION DESIGN" includes but not limited to all plots; paperwork; specifications; working drawings; details of projections and system(s); and copyright requirements that the Producer's Designated Representative needs for detailed costing and execution of the Design.
3. The scope and scale of any original content creation or animation expected of the Projection Designer must be specifically discussed and negotiated in advance.
4. Should additional services and/or equipment be required, including but not limited to camera operation and editing services, beyond the scope of the Completed Projection Design, a separate rider shall be negotiated between the Producer and the Designer.

6. The Video/Projection Designer shall:
 - a. Be responsible to supply the projections to be used in the Presentation based on consultation with other members of the Creative Team.
 - b. Provide: a list of recommended projection equipment and system(s); information regarding final projector locations, an outline of the cueing, prepared in consultation with the appropriate artistic collaborators; and any other information related to the successful realization of the Projection Design, including but not limited to the images, sources of images and related copyright requirements.
 - c. Coordinate and direct the realization of the Projection Design in direct communication with the Director, Production Manager, Technical Director, and/or Producer's Designated Representative.
 - d. Attend and consult on the set-up of the projection system(s).
 - e. Supply the Producer with sufficient information regarding any material for which performance clearances for copyrighted material may be needed so the Producer may obtain all necessary licensing agreements.
 - f. Set the projection cues and supervise the execution and operation of the Projection Design during technical and dress rehearsals and the first public performance.
 - g. Provide a final plot, schedules, and cue descriptions of the Approved Design, as necessary to facilitate effective maintenance of the Design.

XXXI. SOUND DESIGN

1. "PRELIMINARY SOUND DESIGN" includes a description of the basic approach to the use of sound in the Production; a rough inventory of equipment; special rigging; general specifications of any special sound effect devices; details of pre-production and recording requirements; and sufficient further information which is required as determined by the Producer to reasonably estimate costs with the understanding that the Preliminary Design Requirements reflect the discussions among the Designer(s), the Director, the Composer (if any), the Musical Director (if any) and the Producer.
2. "COMPLETED SOUND DESIGN" includes all plots; schedules; specifications; working drawings and tracking sheets; spare parts availability; and system performance standards, as set out below that the Producer requires for detailed costing and execution of the Design.
3. The scope and scale of any original content creation, composition, or musical direction expected of the Sound Designer must be specifically discussed and negotiated in advance.
4. The Sound Designer shall:
 - a. Coordinate and direct the realization of the Sound in direct communication with the Head of the Sound Crew, Production Manager, Director, Stage Manager, Composer, or with any other agent as appointed by the Producer.
 - b. Provide: a loudspeaker and microphone location plot showing type and position of all components and patching schedules, system signal flow block diagrams, full equipment list, special effects and other items necessary for realization of the Sound.
 - c. Maximize the use of the inventory of equipment and components provided by the Producer. The purchase or rental of any additional equipment or component is to be approved in advance by the Producer.
 - d. Develop an outline of the cue structure with the Leader of the Creative Team.
 - e. Attend and consult on the system set-up in the production venue, to direct the system testing and adjustment and its related patching and interconnection.

- f. Supervise the pre-production and recording of all original music and sound effects.
- g. Supply the Producer with sufficient information regarding any material for which performance clearances for copyrighted material may be needed so the Producer may obtain all necessary licensing agreements.
- h. Create the final audio content in a format mutually-agreeable to the Composer (if any) and the Producer.
- i. Set the sound cues and to supervise the execution and operation of the Sound during sound cueing sessions, technical and dress rehearsals and the first public performance.
- j. Provide a final plot, schedules, and cue descriptions of the Approved Design, as necessary to facilitate effective maintenance of the Design.
- k. Design and/or supervise special effects including special loudspeakers or microphones on the set or in the venue in consultation with the other Designers, the Director, the Composer (if any) and the Producer.

XXXII. TERMINATION

1. Either Party has the right to terminate this Agreement at any time for failure to fulfill the material provisions of the Agreement or for just cause. Upon termination the Producer and Designer shall negotiate the remaining payment due to the Designer, if any, commensurate with service(s) performed by the Designer as of the date of termination and the Designer shall not be obliged to provide any further services for the Producer as of that date. It is understood and agreed that the Producer must reimburse the Designer for approved expenses incurred by the Designer as of the date of termination.

XXXIII. NO PARTNERSHIP

1. This Agreement shall not in any way constitute or be deemed to constitute a partnership or joint venture between the Parties hereto. The Parties hereto are individual contractors and the relationship between them shall not constitute nor be deemed to constitute an employer/employee relationship. Neither Party shall incur debts or make any commitments on behalf of or as agent for the other without prior authorization.

XXXIV. DISPUTE RESOLUTION

1. When a Designer and a Producer are in disagreement concerning the interpretation or application of the Agreement, the parties are encouraged to attempt to resolve the issue between themselves. If the Designer and the Producer cannot reach a resolution, either of the parties may send the other party written notice describing the failure or breach and the actions necessary to resolve it. The Producer or the Designer in receipt of this letter will have five (5) business days to resolve the matter or, if there continues to be a disagreement, give a written response explaining their position.
2. If the parties cannot reach a resolution with respect to their rights and obligations pursuant to the Agreement, a representative or representatives of the ADC may be called in, at the discretion of the either Party, to work with the Designer and the Producer and attempt to come to a mutually agreeable resolution between the parties.
3. Within five (5) business days of receiving notification, the ADC Executive Director or a designated representative shall arrange to meet with the parties, to mediate or otherwise reach a resolution.
4. If this process fails, the matter may be determined by arbitration, or brought by either Party to Small Claims Court or other legal avenues as appropriate.

5. If arbitration is chosen as the course of action, a single Arbitrator shall be jointly selected by the Parties. In the event that one of the Parties shall suggest, in writing, an Arbitrator and the other party shall fail to confirm such suggestion and/or fail to name an Arbitrator, in writing, for consideration within fourteen (14) days after notice of the first suggestion, then such other party shall be deemed to be in default and for all purposes to have accepted the appointment of the Arbitrator first named. A decision of the single Arbitrator shall be final and binding upon all parties. The Arbitrator's compensation and expenses shall be borne equally by the Designer and the Producer.
6. It is further understood and agreed that there shall be no work stoppage during the course of the mediation / arbitration process unless both Parties agree.

XXXV. DURATION AND RENEWAL

1. The ADC Standard Terms and Conditions for Independent Producers shall become effective July 1, 2019 and shall remain in full force and effect until the ADC issues a revised Standard Terms and Conditions, at which time this document shall become null and void.
2. Any Revised ADC Standard Terms and Conditions for Independent Producers shall be distributed automatically to all members, and made available to them online.
3. Any Revised ADC Standard Terms and Conditions for Independent Producers shall be made available to Producers upon request.

ADC Indie Rates
2019-2023

Minimum Fees Effective July 1, 2019 through June 30, 2020												
	A	B	C	D	E	F	G	DOT 2	DOT 1	Indie 2	Profit-share	
Set	\$ 6,676	\$ 5,559	\$ 4,949	\$ 4,239	\$ 3,696	\$ 2,932	\$ 2,026	\$ 5,254	\$ 3,314	\$ 2,386	\$ 1,193	
Costume	\$ 6,676	\$ 5,559	\$ 4,949	\$ 4,239	\$ 3,696	\$ 2,932	\$ 2,026	\$ 5,254	\$ 3,314	\$ 2,386	\$ 1,193	
Lighting	\$ 5,478	\$ 4,340	\$ 3,433	\$ 2,889	\$ 2,441	\$ 2,216	\$ 1,857	\$ 3,887	\$ 2,329	\$ 1,677	\$ 838	
Projection	\$ 5,478	\$ 4,340	\$ 3,433	\$ 2,889	\$ 2,441	\$ 2,216	\$ 1,857	\$ 3,887	\$ 2,329	\$ 1,677	\$ 838	
Sound	\$ 5,478	\$ 4,340	\$ 3,433	\$ 2,889	\$ 2,441	\$ 2,216	\$ 1,857	\$ 3,887	\$ 2,329	\$ 1,677	\$ 838	
Minimum Rates for Additional Services or Reimbursable Expense limits												
Daily Rate	\$ 401	\$ 334	\$ 297	\$ 254	\$ 222	\$ 176	negotiated	\$ 315	\$ 199	as negotiated		
Reimbursable Expenses:	\$ 267	\$ 222	\$ 198	\$ 170	\$ 148	\$ 117	negotiated	\$ 210	\$ 133	as negotiated		

Minimum Fees Effective July 1, 2020 through June 30, 2021												
	A	B	C	D	E	F	G	DOT 1	DOT 2	Indie 2	Profit-share	
Set	\$ 7,010	\$ 5,670	\$ 5,048	\$ 4,366	\$ 3,807	\$ 3,108	\$ 2,188	\$ 5,359	\$ 3,457	\$ 2,489	\$ 1,245	
Costume	\$ 7,010	\$ 5,670	\$ 5,048	\$ 4,366	\$ 3,807	\$ 3,108	\$ 2,188	\$ 5,359	\$ 3,457	\$ 2,489	\$ 1,245	
Lighting	\$ 6,026	\$ 4,687	\$ 3,708	\$ 3,120	\$ 2,587	\$ 2,371	\$ 2,173	\$ 4,197	\$ 2,479	\$ 1,785	\$ 893	
Projection	\$ 6,026	\$ 4,687	\$ 3,708	\$ 3,120	\$ 2,587	\$ 2,371	\$ 2,173	\$ 4,197	\$ 2,479	\$ 1,785	\$ 893	
Sound	\$ 6,026	\$ 4,687	\$ 3,708	\$ 3,120	\$ 2,587	\$ 2,371	\$ 2,173	\$ 4,197	\$ 2,479	\$ 1,785	\$ 893	
Minimum Rates for Additional Services or Reimbursable Expense limits												
Daily Rate	\$ 421	\$ 340	\$ 303	\$ 262	\$ 228	\$ 186	negotiated	\$ 322	\$ 207	as negotiated		
Reimbursable Expenses:	\$ 280	\$ 227	\$ 202	\$ 175	\$ 152	\$ 124	negotiated	\$ 214	\$ 138	as negotiated		

Minimum Fees Effective July 1, 2021 through June 30, 2022												
	A	B	C	D	E	F	G	DOT 1	DOT 2	Indie 2	Profit-share	
Set	\$ 7,360	\$ 5,784	\$ 5,250	\$ 4,584	\$ 3,997	\$ 3,325	\$ 2,319	\$ 5,517	\$ 3,661	\$ 2,636	\$ 1,318	
Costume	\$ 7,360	\$ 5,784	\$ 5,250	\$ 4,584	\$ 3,997	\$ 3,325	\$ 2,319	\$ 5,517	\$ 3,661	\$ 2,636	\$ 1,318	
Lighting	\$ 6,749	\$ 5,062	\$ 4,041	\$ 3,370	\$ 2,820	\$ 2,632	\$ 2,325	\$ 4,552	\$ 2,726	\$ 1,963	\$ 981	
Projection	\$ 6,749	\$ 5,062	\$ 4,041	\$ 3,370	\$ 2,820	\$ 2,632	\$ 2,325	\$ 4,552	\$ 2,726	\$ 1,963	\$ 981	
Sound	\$ 6,749	\$ 5,062	\$ 4,041	\$ 3,370	\$ 2,820	\$ 2,632	\$ 2,325	\$ 4,552	\$ 2,726	\$ 1,963	\$ 981	
Minimum Rates for Additional Services or Reimbursable Expense limits												
Daily Rate	\$ 442	\$ 347	\$ 315	\$ 275	\$ 240	\$ 200	negotiated	\$ 331	\$ 220	as negotiated		
Reimbursable Expenses:	\$ 294	\$ 231	\$ 210	\$ 183	\$ 160	\$ 133	negotiated	\$ 221	\$ 146	as negotiated		

Minimum Fees Effective July 1, 2022 through June 30, 2023												
	A	B	C	D	E	F	G	DOT 1	DOT 2	Indie 2	Profit-share	
Set	\$ 7,655	\$ 5,899	\$ 5,407	\$ 4,722	\$ 4,117	\$ 3,458	\$ 2,412	\$ 5,653	\$ 3,788	\$ 2,727	\$ 1,364	
Costume	\$ 7,655	\$ 5,899	\$ 5,407	\$ 4,722	\$ 4,117	\$ 3,458	\$ 2,412	\$ 5,653	\$ 3,788	\$ 2,727	\$ 1,364	
Lighting	\$ 7,019	\$ 5,265	\$ 4,203	\$ 3,471	\$ 2,933	\$ 2,737	\$ 2,418	\$ 4,734	\$ 2,835	\$ 2,041	\$ 1,021	
Projection	\$ 7,019	\$ 5,265	\$ 4,203	\$ 3,471	\$ 2,933	\$ 2,737	\$ 2,418	\$ 4,734	\$ 2,835	\$ 2,041	\$ 1,021	
Sound	\$ 7,019	\$ 5,265	\$ 4,203	\$ 3,471	\$ 2,933	\$ 2,737	\$ 2,418	\$ 4,734	\$ 2,835	\$ 2,041	\$ 1,021	
Minimum Rates for Additional Services or Reimbursable Expense limits												
Daily Rate	\$ 459	\$ 354	\$ 324	\$ 283	\$ 247	\$ 208	negotiated	\$ 339	\$ 227	as negotiated		
Reimbursable Expenses:	\$ 306	\$ 236	\$ 216	\$ 189	\$ 165	\$ 138	negotiated	\$ 226	\$ 152	as negotiated		

Administrative Fees:	Indie 1: \$	75	Indie 2: \$	50
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Minimum Recommended Per Diem: \$	60
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