



Director's Guidelines for ACT Production Management

THANK YOU for working with ACT and helping our family grow. ACT prides itself on putting forth productions that are above the norm in traditional community theatre venues, and *your role is the most critical element of achieving that goal.*

The attached contract describes legally binding details regarding the production you'll be directing. You are encouraged to drive the production in whichever artistic direction you envision within contractual limits (and the physical limits of our space and technical setup). Should you have questions, or if any issues arise during the course of the production, you are encouraged to solicit the advice and guidance of the Executive Director, Jamey Jamison (jamey@artcentretheatre.com); he is the final authority on any ACT production.

Importantly, you are more than just a director. You are the manager of the production. Your compensation is all about "butts in seats" and ensuring that cast members fulfill their contractual obligations. While it's not necessarily the fun part of the job, you are nevertheless responsible for helping ACT – thus yourself – in several ways outside of "simply" directing the show:

- Cast contracts – familiarize yourself with cast member contracts. A significant amount of potential friction is avoided by being aware of, and properly managing, the expectations we have of every participant in a production. **Please deliver the name, email, and employer information (see "Fundraising" below) of all cast members to Jamey before the first rehearsal.**
- Promotion – Use your personal networks, social media, and contacts in the theatre community as heavily as possible to get the word out, and encourage your cast to do the same. ACT will work hard to promote your show via our media outlets, advertising, collateral, and community network, but there is nothing that replaces "word of mouth" advertising. **Adult cast members in particular are asked to help with ticket sales (usually 25 per production), and all cast member's participation in any set build/activity which will directly affect your compensation should they fail to deliver.**
- Programs – ACT uses a specific template for programs in a format that must be utilized in order for us to provide a legal and consistent appearance. Located on the Director's chair icon (bottom of the website



page). Looks Like:

- Advertising - **you are encouraged to secure advertising** within the show program from local business, organizations, and "shout out" ads from cast member's friends and families. **You receive 25% of any revenue from program advertising sales.**
- Concessions – all cast members are expected to contribute to concessions, and you must manage and track these contributions.
- Fundraising - all cast members are unpaid volunteers. Many of these people may be employed by companies that will provide (typically monthly) funding to ACT (a non-profit corporation) on behalf of the countless hours they put into the production. **You receive 10% of any revenue raised in this manner.** Please, make sure you *get your cast member's email and employer* information, and encourage them to find out if their company offers such a program (as well as a "matching donation" program), and keep track of and file their hours working on behalf of ACT accordingly.
- Decorum – ACT enjoys a very diverse range of ages with the people in our productions. It's important the directors ensure that adult and older teen production members maintain an awareness of the topics they discuss and language they use – younger ones may be in hearing range! Likewise, decorum in the dressing room must be maintained.



- It is your high priority to ensure a non-toxic and safe environment and that there will be absolutely no bullying, or any kind of abusive behavior will arise. If it does, do your best to get rid of it immediately. If you need help to silence the toxic environment come to the executive director or ACT Staff, that way ACT can stay a safe environment for everyone involved.

Thank you again for your dedication to the theatrical arts and support of ACT.

Production Contract (Director)

AN AGREEMENT made this _____ day of _____, 20____, by and between The Art Centre Theatre (“ACT”), and _____, (“Director”), by and through their designated agent or representative (“Manager”).

PERFORMANCE INFORMATION

PRODUCTION NAME: _____

LOCATION: The Art Center Theatre, 1400 Summit Suite E, Plano Tx 75074

REHEARSAL/SET BUILD SCHEDULE (PRELIMINARY):

- Rehearsals begin _____ from _____ to _____, and occur on each _____ weekly until Tech Week.
- Tech Week will begin _____ from _____ to _____, and run every day forward until the first scheduled performance.
- Set Build will occur _____ from _____ to _____.
- Set Tear-down will occur _____ from _____ to _____.

PERFORMANCE DATES/TIMES (PRELIMINARY):

(Day, Date, Time)

APPROXIMATE PERFORMANCE DURATION: _____ hours (includes intermission).

DIRECTOR INFORMATION

Director Legal Name: _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

E-mail Address: _____

Name as Director wishes it to appear in ACT publications related to Production:



DIRECTOR REPRESENTATION

Initial one as appropriate.

The Director is representing themselves.

The Director is represented by a legal third party (Manager). Said Manager will be henceforth known to represent and agree to these stipulations as the Director.

Manager Relationship (i.e. "Agent"): _____

Manager Name: _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

E-mail address: _____

WHEREAS ACT desires to work in a cooperative, coordinated and professional manner with Directors hired to work on Productions, the Director understands that,

- ACT is a community entertainment venue and its operation and profitability is dependent on a positive image,
- While on-site or in the community, the Director agrees to promote and conduct him/herself with professionalism, respect and humility,
- ACT will take action to protect its interests in any and all situations in which its reputation is tarnished or members are treated maliciously,
- ACT invests facilities, personnel, materials and related Production elements at its own expense, and,
- ACT will take action to recoup expenses should the Director fail to honor their commitment as described below.

PRODUCTION PERFORMANCE REQUIREMENTS:

A Performance is generally described as scripted or improvisational presentation which may include acting, singing, playing of musical instruments and/or use of recorded music, and dancing. This requires of the Director:

- Comprehensive knowledge of the material,
- Attendance while sober, under no influence of drugs, alcohol or other contraband, with proper attire and hygiene, at all auditions, rehearsals, tech week, set build and tear-down (or ensure attendance of the assistant director), performances, and related Production activities,
- Assignment of assistant director, choreographers, musicians, and technicians as appropriate for the Production,
- Making every effort to double-cast all roles, ensuring an equitable split of performances,
- Working to ensure a professional, harmonious and peaceful production environment,
- Holding at least fifty-five (55) hours of rehearsals for musicals and forty-five (45) hours of rehearsals for plays,



- Coordination with ACT staff on or before the third rehearsal in order to recruit a Stage Manager, Ticket Manager, Program Manager, T-shirt Manager, Properties/Costume Manager,
- Sensitivity to the many ages of performers that may be cast in a given production (youth through adult),
- Sensitivity to the target ages of audiences for a given production,
- Delivery of proper, thorough instruction to all cast and crew members as appropriate to their role,
- Attendance without friends or family on property unless they are involved in the Production,
- Bringing to the attention of the Executive Director any problems or issues that might affect the effective participation of the cast, crew, or ability to deliver all scheduled performances,
- Taking no actions (or lack of action), that will undermine the theatre, its Board, staff, cast or crew members, before, during, or after productions.
- Adherence to the Standard Rules of ACT (appended to this Contract), and,
- Open and cooperative communication with the ACT Executive Director, staff, Artists, Technicians, and other personnel involved in the Production.
- If your show requires an audience to be 18 plus, no actor under the age of 18 may be allowed to participate in the production even with parental/guardian approval.
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Director Initial

The Director agrees to the following obligations:

- **PERFORMER CONTRACTS:** The Director will ensure that all performers in the Production have executed ACT Production Contracts.
- **PERFORMANCE CALL TIME:** The Director (or designated assistant) will be on premise and preparing for Performance a minimum of one hour prior to the scheduled performance start time(s).
- **PERFORMANCE START TIME:** The Director (or designated assistant) will ensure cast and crew are ready for “places” at the performance start time(s).
- **PERFORMANCE DURATION:** The Director (or designated assistant) will be on premise for the duration of the performance(s), which will usually include an intermission.
- **POST-PERFORMANCE ACTIVITIES:** the Director (or designated assistant) will be on premise to supervise post-performance activities, including but not limited to set, theatre, and dressing room clean-up and reset.
- **SHOW COLLAGE:** Directors (or a designated member of the production) are responsible for creating and presenting to ACT a collage/framed artwork piece containing a cast photo, signed program, and a small collection of show photos. Please see the examples currently on display in the hallway between the bathrooms.
- **PERFORMER RESTRICTIONS ON APPEARANCE CHANGES:** Performer’s contracts require that they make no changes to their appearance (tattoos, piercings, hair cut/color) without the permission of the Director. The Director will ensure that performers adhere to this requirement
- **PERFORMER RESTRICTIONS ON SET MODIFICATIONS/COSTUMES:** Performer’s contracts require that they make no changes to any set, set elements, or costumes. The Director will ensure that performers adhere to this requirement.
- **SET MODIFICATIONS:** Any changes to set color, construction, elements, and appearance **MUST** be coordinated with the Executive Director. Requested changes must be made in advance (in writing with



illustrations) given at the latest by 1st rehearsal. Any changes after set build are the Director's responsibility to initiate, complete, and fund, if approved by the Executive Director.

- **PERFORMANCE SCHEDULE:** any changes to the schedule must be approved in advance by the ACT Executive Director and ACT staff member who handles the ACT Calendar.
- If your assistant director is under the age of 18, they are subject to removal from your production team if ACT Staff, board members, or the executive director take note of them being over worked, abandoned, or if they conclude the director taking advantage of them in any form. Student Directors are required to have a parent or guardian sign their contract as well as permission from said parent/guardian.

Director Initial

REHEARSALS:

Rehearsals include scheduled meetings with the staff, and cast and crew members to include Tech Week and Set Build/Tear-down events. The Director agrees to:

- Attend all scheduled rehearsals; if the Director must be absent from a rehearsal they must ensure a designated assistant over the age of 18 will be in attendance. Failure to attend rehearsal can result in the Director being replaced without notice and/or other penalties as described below.
- Ensure cast and crew have all required scripted material before blocking rehearsals begin.
- Upon finding a cast member unable to attend rehearsals or perform and a double has not been cast, find a replacement of equal or greater performance capability.
- The Director may, at their discretion, call for additional rehearsals. The Director agrees to make every reasonable effort to attend such rehearsals.

Any modifications to the rehearsal schedule must be approved in advance by the Executive Director and the ACT staff member who handles the calendar.

Director Initial

PRODUCTION PROVISIONING:

ACT is dedicated to supporting the Director in every aspect of the production in order to ensure the greatest possible success.

- **Facilities** – ACT provides the theatre and its technical assets (lights, sound systems, etc.), rehearsal rooms, dressing room, kitchen and lavatory facilities, etc., for the use of the Director and the show staff and cast. The Director agrees to maintain these facilities and monitor for their proper use during all phases of the production.
- **Licenses, Scripts and Soundtracks** – ACT will ensure productions are properly licensed and an adequate amount scripts and musical soundtracks are made available. Director agrees to adhere to the terms of any such licensing, and to return materials in good condition at the end of the production.
- **Sets** – ACT provides tools, materials, supervision and labor for set builds. Director agrees to provide the Executive Director with a detailed set plan describing layout, measurements, and requisite materials no later than one month prior to Tech Week. Should the materials required be found to require expenses beyond those normally associated with the average ACT production, the Director needs to raise funds to




cover such expenses or the costs will be deducted from the Director's payment. The Director also understands that ACT-provided labor is available and able to work set build at the appointed time. Should additional work be required for reasons outside the scope of the original design, Director will make arrangements with the Executive Director for additional labor at a rate of \$10.00 per hour.

- **Costumes and Props** – ACT maintains an extensive warehouse of costumes and props that are available to the Director. Director agrees to provide the Executive Director with a complete list of costumes and props no later than one month prior to Tech Week, and to coordinate a date and time that the Director, cast and crew will be available for a trip to the storage facility to pull the appropriate items. Should there be a need to purchase items that cannot be obtained from the ACT inventory, the Director needs to raise funds to cover such expenses or the costs will be deducted from the Director's payment. Director also agrees that all props and costumes used from the ACT inventory will be returned at the end of the production in good condition.
- **Staffing** – Successful productions require a number of people to work in supporting the logistics behind every show. These roles include (but are not limited to):
 - Tech manager
 - Stage manager
 - Musicians
 - Box office manager
 - Concessions manager
 - "Show Mom"

Director is responsible for staffing these positions and working with the Executive Director to ensure smooth performance of their functions. These positions are generally filled by volunteers. Any payments for these positions are the responsibility of the Director, either through fund raising or a corresponding reduction in the Director's payment.

- **Promotion** – ACT will actively promote the Production through a number of venues. Directors are encouraged to provide additional such promotion through their casts and crews via social media, handing out flyers, and so on.
- **Advertising** – Directors are encouraged to secure advertising for show programs from local businesses, organizations, and "applause ads" in support of the cast from their friends and families. Directors receive twenty-five percent (25%) of any revenue from advertising sales.
- **Programs** – ACT will provide a QR code that directs patrons to a digital show program which will include any legally required information, crew and cast listings, advertisements, etc. Should the Director wish to have color printing, the additional cost is the Director's responsibility through fundraising or a deduction from the Director's payment. If this is a direction the director would like to take, they are required to notify ACT staff and the executive director a month before tech week.


Director Initial

TERMS AND CONDITIONS:

1. **DIRECTOR PAYMENT:** The Director will be paid thirty percent (30%) of the net box office receipts, defined as box office receipts minus royalties, credit card/ticketing fees, and expenses. ANY SUBCONTRACTORS USED BY DIRECTOR ARE NOT SUBJECT TO PAYMENT FROM ACT.
2. **AGREEMENT TO PERFORM:** Director agrees to provide the Performance in accordance with the terms of this Contract and any addendums or riders hereto (i.e., Director acknowledges that industry standard does not allow for alteration or addition to materials).
3. **SHOW CANCELLATIONS:** Performance dates may be cancelled if fewer than 25 patrons have purchased tickets, at the sole discretion of ACT management.



4. **TICKET SALES:** For productions where cast members are obligated to sell tickets as part of their performance contract, the Director will ensure that these obligations are satisfied.
5. **PENALTIES:** Director understands that they are subject to the following penalties. Any penalties may incur a direct charge, and/or a reduction in the Director's allocated payment as ACT deems necessary to cover infractions:
 - a. **FAILURE TO EXECUTE:** Should Director leave early, arrive late, fail to provide requisite scripts, scores or other materials for rehearsals or performances, or fail to properly attend to clothing, props or set pieces before, during and after rehearsals or performances, the Director is subject to a penalty of \$5.00 per infraction.
 - b. **FAILURE TO ATTEND PERFORMANCE:** Should Director fail to attend a Performance, or drop out of the production without prior approval by ACT and the Director, the Director is subject to a penalty of up to \$1,000.00.
 - c. **DAMAGES TO OR LOSS OF MATERIALS:** If designated ACT-provided scripts, costumes, props, and related Performance materials are damaged upon return, or not returned upon Performance completion, a fee of up to \$25.00 per item may be assessed.
 - d. **FAILURE TO ATTEND SET BUILD/TAKE-DOWN:** Director understands that failure to show up for Set Build or Take-down activities results in a \$100.00 penalty.
 - e. **FAILURE TO ATTEND TECH WEEK REHEARSALS:** Director understands that failure to show up for a Tech Week rehearsal results in a \$100.00 penalty.
 - f. **FAILURE TO ENSURE TICKET SALES:** Directors pay are made after show cost is met. If cost is not met, then directors pay may be negligible or non-existent. To ensure directors are payed they must encourage and incentive their cast to sell tickets.
6. **TAXES:** ACT will not prepare or file tax information for engagements not subject to reporting. Directors have sole responsibility for filing and payment of any Federal or State taxes arising from monies paid by ACT to the Director for the Performance.
7. **LIABILITY RELEASE-ACCIDENTAL INJURY:** Director acknowledges that they have freely and voluntarily chosen to participate in the program activities of ACT, which include, but are not limited to: auditions, rehearsals, performances, presentations, set build, costuming fundraising, cast parties, and/or volunteer work. Director agrees to save and hold harmless ACT, participating private entities, and/or any cooperating or sponsoring public entities and their respective agencies from any liability for accidental injury or property damage which Director may suffer arising from his/her participation in the program activities of ACT. Director, director's heirs, and representatives agree to indemnify, save, and hold harmless ACT from any and all claims made for injuries or damages related to this event.
8. **PROMOTION:** ACT shall be entitled to advertise and promote the appearance of Director and the Performance. Director acknowledges that ACT will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Director hereby acknowledges and agrees that ACT may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other promotional activities. This contract also serves as release and waiver by Director to allow use of image, likeness, name and notice and allows ACT to use said assets to promote the Performance with no compensation or right to hereafter the execution of the contract. Director understands that their name, art, written work, voice, verbal statements, and image (video or still) may be



used for public relations, public information, promotion, publicity and instruction. Director understands that:

- No monetary compensation shall be paid
 - This agreement is binding on heirs and/or future legal representatives
 - The Director's name, image, voice and statements may be used in subsequent years
9. NON-EMPLOYMENT BY ACT: Director acknowledges that they shall perform their obligations hereunder independently, and not as an employee of ACT. Director further acknowledges that they are not on ACT's payroll and/or tax withholding rolls.
10. MERCHANDISING: Director shall not sell any goods, products, merchandise or services (other than the services provided herein as related to the Production) except by express written permission of ACT.
11. PARKING: ACT shall provide parking space for vehicles in a location of close proximity to and with direct access to the backstage area where Performance will take place on the date(s) of Performance.
12. ACT STANDARD POLICIES: Director will abide by the "Standard Policies of the Art Centre Theatre" as attached to this contract.

Director Initial

AUTHORITY TO EXECUTE:

The representative (Manager) executing this Contract on behalf of Director hereby warrants and represents that they have the full power and authority to bind Director on whose behalf they are executing this Contract, and acknowledges that they are making this representation and warranty with the understanding that ACT is relying thereon.

Director Initial

In Witness Hereof, this Contract is executed on the date first above written, and expires on the last day of the calendar year.

By: _____, Jamey Jamison, ACT Executive Director
Date: ____ / ____ / ____

By: _____, ACT Performance Director
Date: ____ / ____ / ____



Standard Policies of the Art Centre Theatre

These Policies apply to any and all employees, independent contractors, vendors, volunteers, performers, technicians, patrons and visitors, whether compensated or not. Anyone violating these Policies may forfeit any previous contracts or verbal agreements and may be asked to leave the facility immediately.

No food or drinks on the stage, backstage area, dressing rooms, or tech booth. Bottled water in a container that can be closed and sealed is allowed in the dressing room and backstage for actors, dancers and performers. Food, coffee and drinks are permitted in the dock area, red room, concessions area, or the theatre lobby. Food and drink trash must be disposed of in designated bins, and the trash must be emptied at the end of your time in the space provided.

No street shoes on stage. Dirt and small rocks can damage the stage and injure the feet of dancers working on the stage. There is no exception to this rule, for the safety of our performers. Footwear is required in our space at all times; wear work shoes (soft sole, non-scuffing) if you are required to be on stage for any reason, even if only for a moment. Dance shoes must be preapproved by your instructor/director.

No smoking of any kind in the building. Cigarette butts must be disposed of properly outside the theatre.

Actors shall wear appropriate foundation garments. No one should be unclothed in communal rooms. Please change in the bathrooms or at home. You are welcome to use the greenroom to change if you are not in a state of undress.

Neither ACT nor its members are responsible for the personal items left in the buildings, during sponsored events, outings or classes at any time.

During set builds or at any time, paintbrushes are to be strictly washed in the set build room paint sink. Never in the bathroom and red room sinks or our water fountains.

Only approved technical staff is allowed in the technical booth.

No one should touch the tech booth without the Technical Director being present. All pianos, chairs and supplies are to remain in studio rooms (such as Blue and Red room) in which they are presently located - if moved and not returned to the original room, a \$50 fee will be assessed.

Items (props, costumes, etc.) in the dressing rooms are property of ACT. These items may be used in as directed by ACT staff or management and should be replaced after performances. Items in the supply closets and tool rooms are property of ACT and can only be accessed with permission from the Executive Director.

Please clean up after yourself. Personal items left out after show will be retained; a \$5 clean-up fee will be charged for each item for their return.

No one is allowed behind the front desk or in the office except staff and approved volunteers.

Any persons caught engaging in lewd, illegal, illicit, or sexual activity on these premises or during ACT sponsored events will be removed from all ACT-related activities subject to disciplinary and legal action decided upon by the ACT Executive Director.



ACT does not tolerate bullying, lying, back-biting, backstabbing, whining, complaining, negativity, nastiness, harassment, abusive behavior, nosiness or any other generally bad/toxic behavior. We do not discriminate based on age, race, creed, sex, religious or sexual preferences, political or social affiliations or nationality.

Youth actors will wear appropriate foundation garments. Absolutely no one youth should ever be unclothed on ACT premises.

NOTES: