



Production Contract for Actors age 18 and older.

This Contract Lasts till the end of Show filled out below.

Instructions:

Print and fill out to provide the information needed, and initial where described to acknowledge acceptance of the terms. Bring this to the first rehearsal - NOTE that certain items may be filled in at this first meeting per the Director's instructions. If you have any questions, please email the Executive Director ([jamey@artcentretheatre.com](mailto:jamey@artcentretheatre.com)).

Failure to provide a signed contract results in not participating in the production.



## Production Contract (Actor-Adult)

**PRODUCTION NAME:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

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

**REHEARSAL/SET BUILD SCHEDULE:**

Fill in per director's instructions if not already specified:

- Rehearsals begin \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_, and occur on each \_\_\_\_\_ weekly until Tech Week. Additional rehearsals may be required at the discretion of the Director.  
Date                      Start Time                      End Time  
Day(s)
- Tech Week will begin \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_, and run every \_\_\_\_\_ day forward until the first scheduled performance.  
Day, Date                      Start Time                      End Time
- Set Build will occur \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.  
Day, Date                      Start Time                      End Time
- Set Strike will occur \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.  
Day, Date                      Start Time                      End Time

NOTE: You are required to attend set build/strike. You may vacate set build/ strike duties for \$100 donations.

**PERFORMANCE DATES/TIMES:**

Fill in per Director's instructions (i.e. Sun, 7/15 3:30pm):

_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time
_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time
_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time
_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time
_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time
_____ Day, Date, Time	_____ Day, Date, Time	_____ Day, Date, Time

**APPROXIMATE PERFORMANCE DURATION:** \_\_\_\_\_ hours (includes intermission).

**ACTOR PAYMENT:** The Actor will be paid the following sum: \_\_\_ZERO\_\_\_.

**TICKET SALES OBLIGATION:** Actor is asked to sell a minimum of 18 tickets to the performances for this production. (Depending on the production, discounted cast rates may apply. Minimum \$10.00/ticket.)



**ACTOR INFORMATION**

Actor Legal Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Alternate Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Name as Actor wishes it to appear in ACT publications related to Production:  
\_\_\_\_\_

**ACTOR REPRESENTATION** (initial one as appropriate):

**\*\* NOTE: ACT does not pay performers\*\***

\_\_\_\_\_ The Actor is of legal age and representing her/himself. Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
\_\_\_\_\_ The Actor is of legal age and represented by a legal third party (Manager).  
Said Manager will be henceforth known to represent and agree to these stipulations as the Actor.

Manager Legal Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Alternate Phone Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**WHEREAS** ACT conducts the Performance, and the Actor desires to perform in said Performance, the Actor understands that

- ACT is a community entertainment venue and its operation and profitability is dependent on a positive image,
- Performing at ACT is a privilege, and while on-site or in the community, the Actor agrees to promote and conduct themselves with 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 Performance elements at its own expense, and,
- ACT will take action to recoup expenses should the Actor fail to honor their commitment as described.

**Actor Initial**

**PRODUCTION AND PERFORMANCE REQUIREMENTS:**

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

- All persons will not threaten, bully ridicule, harass, exhibit abusive behavior or any kind of toxic/bigoted behavior.



- All persons must respect on another's boundaries: physical, verbal or any other form.
- Knowledge and memorization of the material,
- Proper attire and hygiene,
- A positive attitude,
- Attendance at all rehearsals and related Production activities as described below,
- Attendance while sober, under no influence of drugs, alcohol or other contraband,
- Attendance without friends or family on property unless they are involved with, or attending a Performance of, the Production,
- Adherence to the Standard Rules of ACT (appended to this contract), and,
- Open and cooperative communication with the Production Director.

#### Actor Initial

The Actor agrees to the following obligations for this production:

- PERFORMANCE CALL TIME: The Actor 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 Actor will be in costume and ready for "places" at the Performance start time(s).
- PERFORMANCE DURATION: The Actor will be on premise for the duration of the Performance(s), which will usually include an intermission.
- POST-PERFORMANCE ACTIVITIES: the Actor will be on premise to perform post-Performance activities, including but not limited to set, theatre, and dressing room clean-up and reset, as assigned by the Director and/or the executive director.
- RESTRICTIONS ON APPEARANCE CHANGES: The Actor will make no changes to their appearance (tattoos, piercings, hair cut/color or any other type of change or body modification) without consulting the Director prior.
- RESTRICTIONS ON SET MODIFICATIONS/COSTUMES: The Actor will make no changes to any set, set elements, or costumes without the permission of the Director and/or executive director
- Set Modifications: No person can independently take it upon themselves to make set modifications or any costume modifications
- In order to keep the ACT environment encouraging and thriving we ask that actors do not overstep directorial decisions made by the executive director, show director, assistant director, stage manager, choreographer, or music director. If you have any concerns, you may respectfully bring it up with the show's director.
- Once an actor or director has agreed to participate in a production. Their commitment is to all rehearsals and presentations of that production and all aspects therein. Other programs, productions and responsibilities are secondary and the primary attention of the actor and commitment lies with the show.
- The costuming, sets design, blocking, music, scripts, production related planning, booking, production meeting information, intellectual property and all matters regarding this show are the sole and complete property of ACT. Participants are not allowed to "borrow" ACT properties for other productions, projects or purposes. If a show does not come to fruition, for whatever reason, ACT participants must wait 3 full months before attempting to produce the same project in/at/on other venues or locations.



- Any person who presents materials to ACT for use, or consideration of use, for the purposes of promotion of the theatre, its interests, or its affiliates interests acknowledges, through the signing of this contract, that giving said materials through physical or digital or any other means constitutes permission of use and ownership of said materials by ACT unless otherwise specified in writing and agreed upon by both parties.

Any exceptions to these obligations must be approved in advance by the Director and/or executive director.

\_\_\_\_\_  
Actor Initial

#### **CONCESSIONS AND PATRON COMFORT ITEMS:**

ACT relies on all participants in a Production to donate \$20 of product to the concessions sold before shows and during intermissions. Such items include soft drinks, bottled water, sweet and salty snacks, candy, toilet paper, and paper towels. The Production Director will help coordinate the inventory and receipt of donated items or cash contributions (\$20.00 is the requested minimum for cash donations. Money gained from concessions goes to Youth Scholarship fund.)

#### **REHEARSALS:**

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

- Attend all scheduled rehearsals; if the Actor must be absent from a rehearsal notice must be provided to the Director one week prior; in the event of illness, the Actor must give the Director 24 hours' notice.
- Memorize scripted material before blocking rehearsals begin.
- Be completely "off-book" on the schedule determined by the Director.
- Upon finding themselves unable to attend rehearsals or perform and a double has not been cast, find a replacement of equal or greater performance capability.
- Additionally, the Actor understands that failure to attend rehearsal can result in the Actor being replaced without notice and/or other penalties as described below.
- The Director may, at their discretion, call for additional rehearsals. The Actor agrees to make every reasonable effort to attend such rehearsals.

Any exceptions to the rehearsal schedule must be approved in advance by the Director.

\_\_\_\_\_  
Actor Initial

#### **COSTUMES, PROPS, AND PERSONAL ITEMS:**

ACT maintains a large inventory of costumes, props, and set pieces available to all Actors. The Production Director has final approval on the use of all such items. Actors are responsible for the care of any ACT costumes or props used in the production and they *may not be removed* from the ACT facility without the consent of the Director and/or executive director. All costumes and props that are used from the ACT inventory must be returned at the end of the Performance in good condition. Failure to properly attend to costumes, props, or set pieces before, during and after rehearsals or Performances subjects the Actor to a penalty of \$5.00 per infraction.

Personal items are the responsibility of the Actor. ACT is not responsible for any damage to, loss, or theft of such items.

\_\_\_\_\_  
Actor Initial



**TERMS AND CONDITIONS:**

1. **AGREEMENT TO PERFORM:** Actor agrees to provide the Performance(s) in accordance with the terms of this Contract and any addendums or riders hereto.
2. **SHOW CANCELLATIONS:** Performance dates may be cancelled if fewer than 25 patrons have purchased tickets, at the sole discretion of ACT management.
3. **PENALTIES:** Actor understands that they are subject to the following penalties:
  - a. **FAILURE TO EXECUTE:** Should Actor failure to attend required rehearsals or Performances, leave early, arrive late, fail to memorize materials, not bring requisite scripts, scores or other materials for rehearsals or Performances, the Actor will be subject to removal from the Production at the sole discretion of the Director or the ACT Executive Director.
  - b. **FAILURE TO ATTEND PERFORMANCE:** Should Actor fail to attend a Performance, or drop out of the production without prior approval by ACT and the Director, the Actor is subject to a penalty.
  - 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/STRIKE:** Failure to show up for Set Build or Strike activities may result in removal from show.
  - e. **FAILURE TO ATTEND TECH WEEK REHEARSALS:** Actor understands that failure to show up for a Tech Week rehearsal will result in removal of show.
4. **TAXES:** ACT will not prepare or file tax information for engagements not subject to reporting. Actors have sole responsibility for filing and payment of any Federal or State taxes arising from monies paid by ACT to the Actor for the Performance.
5. **LIABILITY RELEASE-ACCIDENTAL INJURY:** Actor 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. Actor 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 Actor may suffer arising from their participation in the program activities of ACT. Actor, Actor'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.
6. **PROMOTION:** ACT shall be entitled to advertise and promote the appearance of Actor and the Performance. Actor 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. Actor hereby acknowledges and agrees that ACT may use their preferred 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 Actor 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.
7. **PUBLICATION OF NAMES AND IMAGES:** On occasion, pictures and/or videos of rehearsals and/or performances may be used for publication in newspapers, magazines, newsletters, brochures, fundraising materials, flyers, and online media. Actor 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. Actor understands that:

- No monetary compensation shall be paid
- Consent to use has been given without coercion or duress
- This agreement is binding on heirs and/or future legal representatives
- The Actor's name, image, voice and statements may be used in subsequent years

(Initial appropriate line.)

\_\_\_\_\_ ACT may use my name and image as described above for publication.

\_\_\_\_\_ ACT may NOT use my name and image for publication.

8. INDEMNITY FOR COPYRIGHT INFRINGEMENT: Actor understands that copyright laws of the United States are applicable to the Production, and shall not perform, publish, sell or otherwise disseminate any copyrighted materials (including scripts, scores, photographs, videos, or materials). Should Actor violate this provision, Actor agrees to indemnify and hold harmless ACT and it's agents and guests from all liability, loss, damages, claims and expenses (including attorney's fees) arising from such violation.
9. INDEPENDENT CONTRACTOR: Actor acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of ACT. Actor further acknowledges that they are not on ACT's payroll and/or tax withholding rolls.
10. MERCHANDISING: Actor shall not sell any goods, products, merchandise or services (other than the services provided herein) at the Performance 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(s) will take place on the date(s) of Performance(s).
12. ACT STANDARD POLICIES: Actor will abide by the "Standard Policies of the Art Centre Theatre" as appended to this contract.

\_\_\_\_\_  
Actor Initial

**AGREEMENT TO PERFORM:** Actor agrees to provide the Performance(s) in accordance with the terms of this Contract and any addendums or riders hereto.

**AN AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Art Centre Theatre ("ACT"), and \_\_\_\_\_ ("Actor"), by and through their designated agent or representative ("Manager").  
Day Month Year  
Actor's Name

**In Witness Hereof**, this Contract is executed on the date first above written.

By: \_\_\_\_\_, Jamey Jamison, ACT Executive Director  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By: \_\_\_\_\_, ACT Production Director  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



By: \_\_\_\_\_, Actor/Manager

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**KNOWN SCHEDULE CONFLICTS:**

Actor: Please list any known scheduling conflicts with the above Rehearsal and Performance schedules.

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Director's Initials: \_\_\_\_\_





## 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.

1400 Summit Ae Suite E  
Plano, TX 75074  
972-811-3228



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.