

GCFAC DIRECTOR AGREEMENT

This production agreement (“Agreement”) entered into as of this (Date) ____/____ in the year 20____, by and between (Printed Name) _____ (hereinafter “Director”) and The Greene County Fine Arts Council (hereinafter “GCFAC”) and its producer(s).

WITNESSETH:

WHEREAS, GCFAC is producing a stage presentation of _____ at the _____, Paragould, Arkansas; and

WHEREAS, GCFAC desires to select Director to direct the production, Director accepts to provide such services to GCFAC pursuant to the terms and conditions of this Agreement:

1. Services Provided. Director agrees to accept positions and to execute said role(s) as directed relative to the Musical by GCFAC and as established in production meetings, rehearsals, and strike. Rehearsals will commence on (_____). Performances will be as follows:

Opening night: _____

Regular Run: _____

Run personnel will arrive at the theatre for performances a minimum of 1 hour before curtain unless otherwise designated. Any instances of impending delay must be conveyed to the ASSISTANT DIRECTOR (AD), STAGE MANAGER (SM), and/or PRODUCTION MANAGER (PM) assigned to that performance immediately.

2. Conflicts. Director agrees to provide GCFAC with notification prior to the commencement of rehearsals with regard to negotiated rehearsal conflicts that would prevent Director from attending specified called rehearsals or meetings.

3. More Remunerative Employment (MRE). Company agrees that Director may be excused from a reasonable number of rehearsals in the event of *temporary* MRE. MRE does not apply to agreed upon run-throughs or production meetings, load in and build/hang commencing (_____) subsequent technical rehearsals, or on the strike date, (_____). MRE does not apply to performance dates for Running Personnel.

4. Additional Rehearsal Calls/Production Meetings. GCFAC agrees to provide Director a minimum of 2 days advanced notice in the event of the necessity to call a rehearsal or production meeting at a time not previously designated, notwithstanding and foregoing the necessity of flexibility with regard to tech week. Production Meetings and Design Due Dates are as follows: (_____)

Note: these dates may change at the discretion of the GCFAC for the efficient scheduling of personnel who are critical to the production meetings

5. Director has read and understood the GCFAC Code of Conduct and agrees not to violate the said code throughout all meetings, rehearsals, performances, and communications. Violations of this agreement should be reported to the Production Manager who will bring it to the attention of the GCFAC Board. All claims will be investigated fully, and may include consequences up to the termination of this agreement or legal notification if warranted.

6. Credit. GCFAC agrees that Director's name will appear on primary publicity tools including but not limited to posters, lobby displays, and print advertisements. GCFAC agrees that biography will appear in the program if submitted by deadline to program designer.

7. Personal Effects. Director agrees that GCFAC, _____, Paragould Community Center, Griffin United Memorial Methodist or other spaces used are not liable for the security of Director's personal property or effects.

8. Notice. All notices and other communications given by a party under this Agreement shall be in writing and shall be deemed given when mailed first class or delivered by hand to the party at its address. Notwithstanding and foregoing, schedule changes and relative notifications will be posted by GCFAC at a designated location within the rehearsal space, theatre, Facebook, and/or email.

9. Stipend. Company agrees that Director will be paid a minimum of but not limited to (____) at the conclusion of the run of the Production (Conclusion considered only: 1) When all cast/production materials/scores are turned into GCFAC. 2) When Set Strike is Completed and Materials Borrowed from any other Party are returned. 3) When Walk Through after Final Performance with Checklist has been completed. 4) When Props and Costumes are returned to GCFAC Building in an organized fashion. After all of this has been signed off by GCFAC Board Members Jana Gibbs, Kamron Taylor, & Crystal Taylor at minimum but not limited to, payment may be disbursed.

10. Dates of Agreement. Director agrees to undertake agreed upon directing duties for the Musical commencing (___/___/___) through (___/___/___) and to execute agreed upon duties relative to the running of the Musical: (**Audition**) (___/___/___) through (**Strike**) (___/___/___).

11. Designated Tech Week and Strike. Load-in will commence (___/___/___) to which Director will report to the theatre as designated. Director agrees that tech week rehearsal calls are outside of the commonly designated rehearsal schedule, will be designated *as called*, and will include open ended calls as needed. Tech Weekend will be (___/___/___); Dress Rehearsal will be (___/___/___). Preview will take place on (___/___/___). Strike will take place on (___/___/___) These dates may be changed upon the mutual agreement of the production team, but must remain within the prescribed constraints dictated by _____.

12. Post Show Talk Backs and Receptions. GCFAC agrees that Director is not required to participate in or attend such, though may do so voluntarily. Director should work with GCFAC to setup or schedule participation in events for cast available in participating for the benefit of the show.

13. Rehearsal Space. Director agrees that the rehearsal space will be maintained in a clean condition.

14. Additional Performances Within Run. GCFAC agrees that any potential additional performances will be at the democratic discretion of Director in conjunction with the cast.

15. Extension. Company agrees that any consideration of extension beyond the (_____) closing will be discussed with Director and mutually agreed upon in conjunction with the cast.

16. Absences, Understudies, and Covers. Director agrees that should he/she be unable to execute any duties due to illness, Act of God, or disability, permanent or temporary replacement of SM is at the discretion of Company. Director agrees that all such notifications will be delivered to the *GCFAC or a Member of Production Team within 3 hours of rehearsal/production.*

17. Budgets and Receipts. Director agrees to manage all designated budgets responsibly and to confer with GCFAC in the event that there is **any possibility of overruns and prior to such an event.** Director agrees to provide GCFAC at **the conclusion of strike** with all purchase or rental receipts and an itemized and annotated accounting of all expenditures. GCFAC agrees to reimburse Director for purchases/rentals personally incurred for the execution of the Play and within stipulated budgets. Director agrees that all items purchased with GCFAC funds become the property of the GCFAC. GCFAC agrees that all items borrowed or rented from Director will be returned as contracted and replaced if not in contracted condition at the conclusion of the contract.

18. Theatre Rental Space Regulations and Rules. Director agrees to abide by all regulations and rules as posted and otherwise disseminated by _____ staff and accepts all terms for fines regarding violations.

19. Warranty. Director warrants that he/she is not under contract (and will not execute a contract) that might infringe upon his/her ability to fulfill the terms of this agreement.

20. Insurance. Company will maintain significant accident and liability insurance underwritten by the Insurance Company for the protection of the director, cast and crew.

21. Law Governing. This agreement shall in all respects be governed by the law of the State of Arkansas applicable to contracts made and performed entirely within.

22. Exclusive Forum. The parties agree that the state courts and general jurisdiction of Greene County, the U.S. District court for Paragould, and the appropriate appellate courts shall have exclusive jurisdiction for the resolution of any and all conflicts arising under or relating to this Agreement.

This Agreement constitutes the full, complete, and entire Agreement between the Director GCFAC and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof.

In Witness Whereof, the parties do set their hand (Please Print on all lines except signature).

Director:(signature) _____
Date: _____

GCFAC: (signature) _____ Title: _____
Date: _____