

Artist Engaged as Choreographer Side Letter

In the interest of supporting Oregon Ballet Theatre’s requests to engage ARTISTS as Choreographers, per Article IV. G. 6. of the OBT-AGMA Collective Bargaining Agreement (CBA), Oregon Ballet Theatre (EMPLOYER) and the American Guild of Musical Artists (AGMA) agree to the following terms for ARTISTS engaged as Choreographers during the remaining term of the 2022 – 2025 Collective Bargaining Agreement (CBA) between the parties:

ARTIST ENGAGED AS A CHOREOGRAPHER

Oregon Ballet Theatre (EMPLOYER) will engage any ARTIST who choreographs (CHOREOGRAPHER) a piece (BALLET) solely under the following minimum terms and conditions:

I. PERFORMANCE RIGHTS:

EMPLOYER will retain live performing rights to any BALLET choreographed by CHOREOGRAPHER commencing from the date of the first (1st) performance of such BALLET for a period of three (3) years, not including a year in which such BALLET is choreographed for the Choreographic Showcase as defined in Article II. H. of the OBT/AGMA CBA. EMPLOYER agrees that the license granted is limited to the rendition of live, theatrical performances of the piece and does not apply to performances for film, commercial video recording, telecast, or any other electronic means intended for public viewing.

II. PAYMENT FOR SERVICES:

EMPLOYER will compensate CHOREOGRAPHER no less than the following fees per BALLET:

- a. Seven hundred and fifty dollars (\$750) for a BALLET under ten (10) minutes.
- b. One thousand, five hundred dollars (\$1500) for a BALLET between ten (10) minutes and fifteen (15) minutes.
- c. Two thousand dollars (\$2000) for a BALLET sixteen (16) minutes to twenty-five (25) minutes.
- d. Two thousand, five hundred dollars (\$2500) for a BALLET twenty-six (26) minutes to forty-four (44) minutes.
- e. Three thousand dollars (\$3000) for a BALLET forty-five minutes and over.

Nothing herein shall be construed to discourage negotiation and agreement of a higher fee.

III. ROYALTIES:

EMPLOYER agrees to pay CHOREOGRAPHER royalties in the amount of fifty dollars (\$50.00) in U.S. currency per performance for any additional Performances beyond the first (1st)

contract year EMPLOYER performs such BALLET. These royalties shall be paid after each such Performance or with the first (1st) paycheck following the first (1st) Performance of the BALLET.

IV. TICKETS:

EMPLOYER shall give each CHOREOGRAPHER no less than two (2) complimentary tickets for the premiere Performance of each BALLET and EMPLOYER shall, upon request, use its best efforts to provide CHOREOGRAPHER with two (2) tickets to all other Performances of each BALLET performed by EMPLOYER provided the Performance is not sold out.

V. ARTISTIC RESPONSIBILITIES:

- a. EMPLOYER and design team agree to consult with CHOREOGRAPHER concerning all design matters regarding BALLET including, but not limited to, lighting, costumes, set, props, décor, and other design matters as required by CHOREOGRAPHER.
- b. In collaboration with the EMPLOYER, CHOREOGRAPHER shall establish the daily rehearsal schedule of BALLET, at least forty-eight (48) hours in advance.
- c. EMPLOYER shall consult and reach a mutual agreement between CHOREOGRAPHER and EMPLOYER's Artistic Director and Production Management as to production schedules pertaining to the presentation of BALLET in the theater. Production Manager shall keep CHOREOGRAPHER up to date as to any changes in schedules pertaining to costume fittings, staging rehearsals, lighting rehearsals, Dress Rehearsals, orchestra rehearsals, and the like. Work performed/time spent by CHOREOGRAPHER on activities including, but not limited to lighting rehearsals, production meetings, designer and costume fitting consultations, shall be considered Artist Activity as described in Agreement, but shall not be subject to the related work span limits and Penalty or Overtime provisions.
- d. EMPLOYER shall also consult with CHOREOGRAPHER and reach a mutual agreement as to all stage calls, stage rehearsals, spacing, and lighting rehearsals. EMPLOYER shall notify CHOREOGRAPHER of any changes in such schedule once schedules are finalized.
- e. EMPLOYER agrees that CHOREOGRAPHER, in consultation with Artistic Director shall have supervision in the setting of BALLET, including, but not limited to, the use and application of the original concept for the stage environment (appearance of stage, dimensions, draping, masking and background) and the lighting, costume, and set designs. EMPLOYER shall be solely responsible for any clearance fees or royalties payable by reason of use of such concepts as lighting, set or costume designs (other than the fees or royalties payable to CHOREOGRAPHER) and agrees to hold CHOREOGRAPHER harmless from any and all claims arising by reason of EMPLOYER's use of such concept, lighting, costume or set design.

VI. MUSIC:

- a. EMPLOYER is responsible for securing all music rights required for BALLET, including but not limited to, all copyright, publishing and Performance royalties to composer, performing artists, and recording companies.
- b. EMPLOYER shall be responsible to copy designated music for BALLET in an acceptable, professional manner to be used for rehearsal purposes. In the event that CHOREOGRAPHER desires BALLET to be performed to a recorded score, EMPLOYER shall be required to produce a professional musical recording to be used for live Performances.

VII. ARTISTIC CONSENT:

During the term of this Agreement, CHOREOGRAPHER shall grant EMPLOYER the right to film, videotape, or otherwise electronically record or broadcast, or allow the filming, videotaping, or electronic recording or broadcasting portions of BALLET, not to exceed three (3) non-consecutive sections of five (5) minutes each maximum, for the sole purpose of advertising or publicizing Performances or activities of EMPLOYER. It is mutually understood and agreed by CHOREOGRAPHER and EMPLOYER that this transfer of rights specifically excludes the right of EMPLOYER to film, videotape, or broadcast, or allow such filming, videotaping or broadcasting, of BALLET in its entirety except for the limited archival and staging purposes as outlined below.

- a. During the term of this Agreement, CHOREOGRAPHER shall grant EMPLOYER the right to make archival videotapes of BALLET during Dress Rehearsal or Performances, and EMPLOYER is required to make such an archival video. Use of these videos by EMPLOYER shall be restricted to assisting in re-staging or rehearsing BALLET.
- b. CHOREOGRAPHER shall be provided, without charge, a “best generation” copy of any film or archival video recording of the work thus created within three (3) months of filming session.
- c. Please indicate below whether you give the EMPLOYER permission to distribute to ARTISTS a watermarked copy of archival footage of BALLET for ARTIST’s personal archival use. YES NO

VIII. PROGRAM BILLING AND PUBLICITY:

- a. All programs, publicity, promotional and similar materials distributed to the public and which refer to BALLET shall include CHOREOGRAPHER credit.
- b. Billing in all programs, press material, publicity, releases, brochures, promotional material, and all other listings shall be in accordance with industry standards, to include name of composer, lighting designer, set designer, costume designer and CHOREOGRAPHER.

X. CHANGES OR AMENDMENTS:

No amendment or modification or addition hereto shall be effective or binding on either of the parties unless or until the same be reduced to writing and signed on behalf of both of the parties hereto.

XI. NOTICES:

Any and all written notices and communications between EMPLOYER and CHOREOGRAPHER with respect to this Agreement shall be delivered electronically or by hand to the addresses set forth below:

ADDRESS:

Oregon Ballet Theatre

CHOREOGRAPHER

XII. ENTIRETY OF AGREEMENT:

This Agreement embodies the entire understanding between the parties regarding the subject matter hereof and supersedes any and all prior understandings and agreements relating to such subject matter.

XIII. SEVERABILITY:

In the event that any one or more of the provisions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provisions in every other respect, and of the remaining provisions of this Agreement, shall not in any way be impaired. Any ambiguity which arises by reason of such invalidity, illegality or unenforceability shall be construed in accordance with the overall intent of the parties as exhibited by the remaining provisions of this Agreement.

XIV. CHOICE OF LAW:

The validity and interpretation of this Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto agree that the effective date of this Agreement shall be _____.

CHOREOGRAPHER

OREGON BALLET THEATRE

Shane Jewell, Executive Director
Oregon Ballet Theatre

Date

Anna Peabody, Senior Negotiator
American Guild of Musical Artists

Date