

## OPPA! - Actor's Agreement

The following agreement is made between On Pitch Performing Arts (OPPA!) and \_\_\_\_\_ (“Actor”) on this \_\_\_\_\_ (date). The Theatre hereby engages the Actor in its production of \_\_\_\_\_ (“Production”) in the role of \_\_\_\_\_.

**1. Production Dates.** The Production Dates are as follows:

Rehearsals: \_\_\_\_\_ Tech: \_\_\_\_\_

Opening Date: \_\_\_\_\_ Performances: \_\_\_\_\_ Tentative Closing Date: \_\_\_\_\_

**2. Compensation.** Actor shall receive a total fee of \$\_\_\_\_\_, according to the following schedule: \_\_\_\_\_. This agreement shall not constitute the Actor as an employee of the Theatre, and it is understood that the Actor shall perform his/her duties as an independent contractor.

**3. Rehearsal and Performance Schedule.** Subject to Section 4 of this Agreement, the Actor agrees to report to and attend punctually all rehearsals, tech, calls, and performances as stipulated by the Theatre, the director, or the stage manager. The Actor agrees to be available for all performances. Any factors that may impact the Actor's availability must be immediately communicated to the stage manager. The failure by the Actor to attend such rehearsals, tech, or performances or the late arrival by the Actor to such rehearsals, tech, or performances may result in termination of the Actor and removal from the Production at the discretion of the Theatre, without notice or compensation.

**4. Conflicts.** Any potential conflicts with the performance schedule shall be disclosed to the Theatre prior to the execution of this contract. All absences due to conflicts must receive prior approval by the director and stage manager. Approvals for an Actor's absence due to conflicts will not be granted for tech, previews, any performances.

**5. Responsibilities.** The Actor agrees to meet all guidelines generally accepted for professional behavior, including, but not limited to, punctuality with regard to all rehearsal and performance calls and adherence to the director and producing body's intents. The Actor agrees to perform such roles and duties as are listed on the face of this contract as well as other duties that may be assigned at a later date. The Actor further agrees to abide by all rules, regulations, and policies as set forth by the Theatre, such policies to be discussed and distributed at the first rehearsal, and deemed to be incorporated into this agreement. The Actor's failure to comply with the responsibilities herein stated may result in termination of the Actor and removal from the Production at the discretion of the Theatre, without notice or compensation.

**6. Property.** The Theatre and its representatives are not responsible for the Actor's personal property during meetings, rehearsals, tech, or the run of the production. The Actor hereby waives all claims for recovery from the Theatre for any such loss or damage (whether or not such loss or damage is caused by negligence of the Theatre).

7. **Severability.** The provisions of this contract shall be separable, and the invalidity of any provision shall not affect the validity of the remaining provisions.

8. **Entire Agreement.** The parties agree that this instrument represents the entire agreement between them and that the terms of this agreement may not be altered unless such alteration is accomplished in writing and is signed by both parties.

9. **Other Information.**

Care of all rented scripts. A \$25 deposit will be required for you to check out a Script. They must be returned to the stage manager prior to the end of the production with all markings erased. A \$25 fine will be charged for lost or damaged books. Option to purchase a script may be available.

If the participant in the show is under the age of 8 an Adult MUST be in the building at all times with the child, this includes during Rehearsals and Performances, during performances the guardian will NOT be guaranteed a seat in the theatre.

We strictly prohibit actors doing the following while rehearsing, performing or while at a show related event (within reason):

- Drinking alcohol and selling, purchasing, or using illegal drugs while performing/rehearsing involved in show activities. An "illegal drug" is any drug that has not been obtained by legal means in the state of Utah. This includes prescription drugs being used for non-prescribed purposes or at non-prescribed dosages.
- Possession of any non-prescribed controlled substance, including alcohol and illegally obtained prescription drugs.
- Reporting rehearsal, shows or show related activities under the influence.

If an actor is found to have broken any of the above termination of this contract and any future contracts may occur.

10. **Photo Release:** I, the undersigned, do hereby consent and agree that On Pitch Performing Arts and OPPAC, its employees, or agents have the right to take photographs, videotape, or digital recordings of me or my child (if under the age of 18) and to use these in any and all media, now or hereafter known, exclusively for the purpose of OPPAC. I further consent that my child's name may be revealed therein or by descriptive text or commentary.

11. **Assumption of Risk.** I assume all risks associated to my participation with OPPA! for myself, my executors, my administrators, heirs and assigns and do hereby release and forever discharge OPPA! and its producers, directors, officers, agents, vendors and employees from all claims or actions of any kind, for personal injuries and/or property damage arising from or growing out of my participation in the production of OPPA!.

Agreed and Accepted as of the date first written above, by:

Actor's Signature: \_\_\_\_\_ Actor's Name: \_\_\_\_\_

Parent's Signature(if under 18): \_\_\_\_\_ Parent's Name: \_\_\_\_\_