

# *Bard on the Beach*

## 2012 SEASON

### ENGAGEMENT AGREEMENT

*Welcome to the 1<sup>st</sup> season of 'Bard on the Beach' (BOTB). The following document has been compiled to inform you of the business details of the company and let you know both your rights, and obligations, if you agree to be part of the company for this season under this agreement.*

#### **FINANCE**

In order to mount this year's show the Producer's have invested the sum of \$7,000. This amount must be repaid in full before payments are made to company members. In the event of the season not making any money, we, the Producers undertake to repay this loan personally with no liability accruing to any member of the company.

#### **YOUR REPRESENTATIVE**

You will be asked as a company to elect a representative from the cast - to act as your spokesperson to management (the Producers), and to help administer our income. This person and the Producers are responsible to the company for an accurate and honest accounting and distribution of any, and all, monies taken.

#### **THE PAYMENT SYSTEM**

As a company we raise income by two methods:

- Program sales (which are priced at \$2 each and are to be sold by cast members before the show) and by
- Donation, with a recommended minimum of \$20. This money is collected by the cast at the end of each show and is then handed to a Producer (of which at least one will be present for each show) and the elected cast representative. For security reasons this money will then be moved off site to be counted. The money will be counted three times and the total recorded. From this point a Producer will take all coins to be transferred into notes. The money will then be divided into equal shares (with a statement of earnings for the week) and placed into sealed envelopes that will be paid to members on the following Friday before the show as cash in your hand. At that time you will be required to count it yourself in front of a Producer and sign for your share. Please note that you are responsible for your own taxation arrangements as you are, for tax purposes, self-employed. BOTB does not issue group certificates.

Company Shares are to be distributed as follows:

- Cast Members: 13 (Twelfth Night) -14 (Macbeth)
- 2 Producers
- 1 Director
- 1 Stage Manager,
- 1 Company share.

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If any cast member has any problem with the accuracy or honesty of the accounting process then the books are open for their inspection. If you leave the co-op for any reason then you are paid only up to the last complete performance you make with the company. If you miss a performance, for any reason, you are not paid for that performance and may be held to disciplinary actions.

## **AUDITIONS**

As new company BOTB will endeavour to bring the highest possible quality to our productions. Therefore every company member will be required to audition for each season and casting each year will be at the discrepancy of the Directors for that year, due to suitability for available roles.

## **REHEARSALS**

BOTB will rehearse Monday to Friday in the evenings from 6:00pm until 10:00pm

**REHEARSAL PERIOD:** Mon 28<sup>th</sup> Nov to Fri 23<sup>rd</sup> Dec (Xmas Break) Mon 2<sup>nd</sup> Jan to Thurs 5<sup>th</sup> Jan.

**TECH REHEARSAL DATES:** Monday the 9<sup>th</sup> of Jan until Thurs the 12<sup>th</sup> of Jan.

(Please note that you will not be required for every rehearsal but could be asked to rehearse at any time during this period, with appropriate notice, and you must make yourself available for these rehearsals.)

Please note that rehearsals will be held at a venue to be confirmed. Please be at rehearsals 10 minutes prior to your call to ensure we do not fall behind. If you are delayed for any reason please call Stage Management. The producers reserve the right to call weekend rehearsals, with due notice, towards the end of the rehearsal period if required.

## **PERFORMANCES**

BOTB performs two shows in repertory on Friday, Saturday and Sunday evenings. Performances will begin and end on the dates listed below and will include every weekend within.

**PERFORMANCE DATES:** Friday the 13<sup>th</sup> of January until Sunday 4<sup>th</sup> of March.

(These dates are non negotiable, and by signing this agreement you commit to these dates and times.)

Please note the company performs at the Balmoral Beach Band Rotunda near Mosman on the north side of Sydney Harbour. You are responsible for your own transport. Public transport can include train, bus and taxi. Car Pooling is another option but again getting there is your responsibility. Performances start at 8pm sharp your call is 6pm sharp.

## **COSTUME**

As a new company BOTB is striving to raise the bar in outdoor Shakespeare by a small company and as such will be costuming each production to suit the vision of the Director. For our inaugural season both Directors have chosen to go with period dress. All costumes where possible, shall be provided except for footwear, which will be discussed individually with each performer. No costume piece is to be taken home by any cast member for any reason without consent by a producer. The cost of all costumes will be taken out of the initial budget, which is paid for by the Producers, and will be part of the debt to be paid back. As costumes are either supplied or rented, each cast member will assume a certain amount of reasonable responsibility of care for their costume and may be held accountable for the cost of replacement if it is lost or severely damaged whilst in their care.

## **YOUR RESPONSIBILITIES**

Like any small theatre business you, the actor/technician are our most important asset. We, the Producers, want you to have a creative and financially rewarding association with the company. If you are unhappy with any aspect of the process, **please** feel free to speak to any of us directly, or if you prefer, through your elected representative. Nearly all problems can be sorted if there is a good degree of communication. This said there are certain things you should be aware of, especially if you are new to the co-op system:

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- Firstly **you are not covered by workers compensation insurance** and so **work at your own risk**. If you have even the slightest reservation about the safety of anything you are asked to do then please feel free to offer a safer alternative. The co-op is covered for Public Liability Insurance up to \$10,000,000 but this only covers audience, not cast or crew.
  - As we will be working together intensely for 4 months we would ask that you are all conscious of punctuality - all calls are clearly marked on the accompanying rehearsal schedule, please double check this and inform a Producer if you may be delayed for any reason.
  - All cast members will be required to help bump in and bump out the show. This will mean that the call time for all cast will be 6:00pm.
  - As a small company we do not have a large budget for advertising. We will however be providing a variety of promotional material which will be issued to all company members and you will be asked to distribute them in designated areas close to you. It is vital that you distribute within your designated area. If people don't know we are performing, they can't come and see us.
  - You must advise a Producer as soon as you can of any changes to your contact details.
  - You will also be required to help publicise the show by being available for any interviews with media. You will be given as much notice as possible, and if it is inconvenient then an alternate time will be arranged. Please note, you are required to run all publicity through us, the Producers. **We reserve the right to negotiate all publicity on behalf of the company.**
  - Bard on the Beach has the right to use any photograph, recording (audio or video) or interview with you as part of our future promotional material.
  - As a co-op we undertake with Mosman Council to ensure that the site is maintained. This is based on the following conditions: that there is no damage to the band rotunda, that the site is left in a clean and tidy state and that no amplified sound is used. I would ask all company members to give us assistance in complying with these conditions. Please be responsible for your own rubbish and as we often finish at a late hour please bump-out, pack up and leave the location as quickly and quietly as possible.

### LEAVING THE COMPANY

This is the one thing we hope will never happen - but sometimes it does. Frankly speaking, none of you are contracted, in signing this document you agree to rehearse and perform with this company for the stated period, but this in no way 'contracts' you to us or visa-versa, and sometimes an offer comes along that is just too good to turn down. While we really don't want to have to replace any of you, if you do have to leave then this is what we would ask:

- you tell a Producer the *instant* there is even a **possibility** of a conflicting engagement.
- you don't leave us unless it is a very, very good offer and certainly not for another co-op.
- if there is a way of making both gigs happen we will try to be flexible - we ask the same of you.

### BEING ASKED TO LEAVE THE COMPANY

This is, again, something that we hope will be unnecessary. The only conditions under which it would be undertaken are as follows and are determined at the Producers discretion:

- Gross professional misconduct (i.e. intoxication leading to inability or compromised ability to perform).
- Non-attendance at a scheduled rehearsal or performance without reasonable previous notice.
- Extreme misconduct to another member of the company or audience member.
- Financial malpractice with company income or expenditure.
- Public behaviour that is deemed to bring the good name of the company into disrepute.
- Gross dereliction leading to the injury of a company member or audience member or damage to company equipment or equipment hired by the company.

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## **WEATHER CALL**

This is a reality of working outdoors. The basic principle is: if there is a way to get the show on safely and with integrity we do it. For all performances, cast calls are always strictly 6.00pm for an 8:00pm show, *Rain, Hail or shine!* If it is raining at 6.00pm the cast votes on whether or not to go on once all cast members are on location. The vote will be determined by a majority rule. If the weather has been constantly bad all day and a weather report shows no sign of it breaking the Producers may reserve the right to call off the show earlier, and in this case all company members will be notified asap. Do not call us. If you have not received a message, or talked directly to a Producer, calling the show off you are required to come to the location regardless.

## **AGENTS**

The company will provide you with an invitation form for you to mail out to prospective agents/casting agents etc. It will have a space for your RSVP number, or (if you prefer) a company number. If you give sufficient notice then we will reserve front row seating for your invited. If your agent requires his/her commission you are issued with a weekly statement and this can serve as a basis for calculating their commission from your share.

*In closing may we express our hopes for a happy, creative and profitable season.  
Let's have fun, play well and make Shakespeare proud.  
Welcome aboard!*

## **DECLARATION:**

*I ..... Date: .....*

*Have read the above document and by signing this agree to be bound by, and honour, all of the terms and conditions listed.*

*Signature of performer: .....*

*Signature of Producer: .....*