

## Fight Choreographer Personal Services Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (Producer) and \_\_\_\_\_ (Fight Choreographer) for Fight Choreographer's services in the creation and execution of fight arranging in the Producer's Production of the play entitled \_\_\_\_\_ (Production) on the live speaking stage.

In consideration of the mutual covenants and Agreements herein made the parties agree as follows:

1. The Producer contemplates the Production will begin public performances on or about \_\_\_\_\_ at the \_\_\_\_\_ Theater [at a public performance space to be determined] in the city of \_\_\_\_\_ and State of \_\_\_\_\_.

2. The Producer hereby engages the Fight Choreographer to create and execute any and all fights as may be required by the script of the Production and/or the Director. The Fight Choreographer will furnish the usual services performed by Fight Choreographers in choreographing, developing, and arranging fights in a live stage production. This will include training the actors in the proper and safe performance of the fights. Except as otherwise noted below, the Fight Choreographer will act under the supervision of the Director and shall endeavor to create fights which shall realize the Director's artistic vision of the Production.

3. In entering into this Agreement the Producer is relying upon the unique personal skills, talent, experience, knowledge, judgment and abilities of the Fight Choreographer. Therefore this is a personal services contract on the part of the Fight Choreographer, who may not assign any part of it without the express written consent of the Producer. The Fight Choreographer recognizes and agrees, that, in the normal course of the production process, the Producer shall have the absolute and unfettered right to assign his interest, rights, obligations, and covenants under this contract to third parties without notice to and without the consent of the Fight Choreographer. In such event the Producer's rights, interests, obligations and covenants under this contract shall cease and he shall have no further rights or liabilities to the Fight Choreographer.

4. (A) The Fight Choreographer shall begin furnishing his services to the Producer on or about \_\_\_\_\_ and shall continue until the press opening of the Production, now presently contemplated as \_\_\_\_\_. However, the Producer reserves the right to adjust the press opening within a \_\_\_\_\_ days' [weeks'] window either before or after the press opening above stated. The Fight Choreographer shall continue to furnish his services up to and including any adjusted dates for the press opening.

(B) Subsequent to the final press opening the Producer shall have the right to recall the Fight Choreographer to conduct "pick up" rehearsals with the actors, to continue to maintain the Director's artistic vision and also to ensure the safety of the actors during the run of the show. The Fight Choreographer shall conduct \_\_\_\_\_ "pick up" rehearsals at no additional fee. In the event the Producer shall require more than \_\_\_\_\_ "pick up" rehearsals, he shall pay the Fight Choreographer the sum of \_\_\_\_\_ per additional "pick up" rehearsal. Except in the case of an emergency in

which the safety of the actors may be compromised, the Producer shall give the Fight Choreographer at least \_\_\_\_\_ [hours] [days] notice of said "pick up: rehearsals."

5. Notwithstanding the Fight Choreographer's obligation under Paragraph 2 above to serve the Director in realizing his artistic vision, the Parties agree that the safety of the actors, crew members, and all other persons present at any time during the Production must take precedence over artistic matters. The Fight Choreographer shall have the sole authority to determine the safety, dangers, and/or risks of any particular fight or physical behavior in connection with a fight. In the event the Fight Choreographer determines that a fight or any component of it may not be undertaken without undue risk of injury to any person or persons, his judgment shall be final, even over the Producer and/or the Director. Neither the Producer nor the Director may overrule his decision or require him to choreograph and/or execute such physical actions as he may, in his sole discretion, determine may endanger any person or persons. The Fight Director understands and agrees the Producer and/or Director are relying upon his knowledge, judgment and skills in estimating the danger of any such behaviors, and, therefore, it shall be the Fight Director's sole obligation and duty to disclose to the actors, crew, and any other persons of the risks and dangers of any physical behaviors to which they may be subjected. The Fight Director shall further assess the abilities and skills of the persons who shall be required to perform the fights and/or the crew which may be required to provide technical services in connection thereto. The Fight Director shall train all participants (including actors and crew) in the fight in the necessary skills and abilities to perform the physical behaviors in a consistently safe manner according to the requirements of the Production.

6. (A) The Producer shall pay the Fight Director the sum of \_\_\_\_\_ for his services, in the following manner: [a lump sum of \_\_\_\_\_ due and payable on \_\_\_\_\_] [divided into payments of \_\_\_\_\_ on the following schedule:

\_\_\_\_\_] [a royalty of \_\_\_\_\_% of the gross weekly box office, payable on the \_\_\_\_\_ of the subsequent week].

(B) Subsequent to the press opening of the show, if the Producer shall require the Fight Director to conduct "Brush Up" rehearsals, the Producer shall make payments to the Fight Director as follows:

[The first \_\_\_\_\_ Brush Up Rehearsal[s] shall be included in the Fight Director's original fee, as set forth in Paragraph 6 (A) above and no further payment shall be required.]

\_\_\_\_\_ for each rehearsal lasting not longer than \_\_\_\_\_ hours.

Unless otherwise agreed upon, said rehearsals shall be conducted on the stage of the theater in which the Play is holding regular performances.

(C) In lieu of 6 (B) above, the Fight Director may appoint an Assistant to conduct said "Brush Up" Rehearsals in his place. The Producer shall pay the Assistant a fee for such rehearsals to be agreed upon between the Producer and the Assistant. Nevertheless the Fight Director shall remain ultimately responsible for the safety of all persons and property who may be affected by or participate in said fights.

7. The Fight Choreographer represents and warrants that he possesses the appropriate training, knowledge, and experience to choreograph and execute the contemplated fight work and to train the actors and technical crew in the safe execution thereof, including the proper care, storage, and preparation of any weapons used in the performance.
8. The Fight Choreographer understands and agrees that he will educate himself as to any laws and/or regulations issued by any governmental authority having jurisdiction upon any and all components of the fight work, including, but not limited to, props, weapons, rigging, or effects. He will comply with all such laws and regulations. He will take no actions that might subject the producer to fines, penalties, increased insurance premiums, the cancellation of the Producer's insurance and/or the refusal of the Producer's insurer to cover any claims arising thereunder, monetary damages, and even the closing of the show by the aforementioned governmental authorities.
9. The Producer shall give the Fight Choreographer due billing credit in all media over which he has control, substantially as follows:  
"Fight Direction by \_\_\_\_\_"
- Said credit may appear in a typeface the same size as that given to the designers and may appear on a line in which other members of the production staff are given credit.
10. This contract shall be governed by the laws of the state of \_\_\_\_\_.
11. Notices required herein shall be mailed to the respective parties at their addresses below. Notices shall be sent by certified mail, return receipt requested and will be effective on the date of their mailing.
12. This document contains the entire Agreement between the parties. No changes, modifications, or alterations thereof will be effective unless contained in writing signed by both parties.
13. This Agreement and all written modifications, alterations, supplements, and amendments hereto contained in writing signed by the parties, will be binding on the other parties, their executors, administrators, personal representatives, successors, and assigns.
14. This Agreement is intended to be gender neutral. Terms appearing herein which traditionally refer to a particular gender are used for convenience only and shall be understood and interpreted to refer to the genders of the respective undersigned parties. [Optional 15]. The Fight Choreographer understands and agrees that the Producer will record the Production by audiovisual means, including any and all Fight Choreography which he devises, and he hereby consents to said recording. Provided said recording shall be used for noncommercial purposes for which the Producer shall receive no financial gain, the Producer shall not owe the Fight Choreographer any additional compensation for the same.

In Witness Whereof the Parties have hereunto set their hands and seals this date above written.

\_\_\_\_\_(Producer)

\_\_\_\_\_(Address)

\_\_\_\_\_(Fight Choreographer)

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(Address)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.