

Musician's Agreement

THIS AGREEMENT dated this _____ day of _____, _____,
by and between _____ ("Producer") and

_____ ("Musician") for the Musician's
services in the Producer's Production ("Production") of the Play [Musical] presently
entitled _____

_____ at the

_____ Theater ("Theater") with preview
performances beginning on or about _____ and
regular performances beginning on or about _____, it
is hereby agreed between the parties that:

1. Producer hereby engages the Musician to play musical accompaniment for the
Production.

2. Musician shall play the following instrument [s] in the
Production: _____

3. Musician shall be required to begin rehearsals on or about

_____ at [Theater] [Location to be determined]. Rehearsals shall continue for the period
_____ on a daily basis. Each
rehearsal day shall begin at [_____ o'clock] [times to be
determined] and shall consist of _____ hours. Musician shall be
entitled to a meal break of _____ minutes during each _____ hours
rehearsal period. Musician shall also be entitled to a rest break of _____ minutes
during each _____ hours rehearsal period. Musician shall be entitled to
_____ day off every _____.

4. The musician shall be required to perform _____ public performances
per seven days period, consisting of _____ hours each, with _____
of those to be evening performances and _____ to be daytime matinees. He
shall be entitled to one rest day off every _____ days. Because of the nature of
the public performance he shall not be entitled to a rest break during each performance.

5. Producer shall pay to the Musician the sum of _____ per rehearsal hour
worked and the sum of _____ per performance hour worked. The musician shall
be entitled to time and a half for every quarter hour worked beyond _____ hours
worked per rehearsal hour and time and a half for every quarter hour worked beyond
_____ hours per performance time. Producer shall pay all sums due and owing to the
Musician on a weekly basis on _____.

The Musician shall be an employee of the Producer and the Producer shall remit to the
proper governmental authorities all Federal, state, and local withholding, unemployment
and FICA taxes on behalf of the Musician. Producer shall also carry workman's
compensation insurance in an amount required by local law. All payments due to the
Musician under this clause shall be net of Musician's share of the aforesaid taxes.

6. The laws of the State of _____ shall govern this Agreement.

7. All notices required hereunder will be addressed to the parties at the addresses printed below their names, until other notice of change of address is given in writing and will be by certified mail, return receipt requested. Notices so given will be effective on the date of receipt thereof.

8. This shall constitute the entire Agreement between the parties. No changes, modifications, or alterations thereof will be effective unless contained in a writing signed by both parties.

9. This Agreement, and all written modifications, alterations, supplements, and amendments hereto contained in writing signed by the parties will be binding on the parties, their executors, administrators, personal representatives, successors, and assigns.

10. 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 parties hereto.

[Optional 11. In addition to the salary provided in Paragraph 5 above, the Producer shall provide the Musician with transportation from Musician's city of origin to the city in which the Musician is expected to perform in the form of _____.]

[Optional 12. In addition to the salary provided in Paragraph 5 above, the Producer shall provide the Musician with housing while in the city in which the Musician is expected to perform on the following basis: [per diem of _____] [Producer provided housing at Producer's expense in a location and of equal quality to housing provided to the Actors.]

[Optional 13. The Musician understands and agrees that the Producer will record the Production by audiovisual means, including any and all musical performance in which he participates, 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 Musician any additional compensation for the same.]

In Witness whereof, the parties have hereunto set their hands and seals this day and date above

_____("Producer")

_____("Address")

_____("Musician")

_____("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*.