

Set Designer's Personal Services Contract

THIS AGREEMENT is made this _____ day of _____
_____ by and between
_____ the Producer, his heirs and assigns
("Producer") and _____ the Set Designer, his
heirs and assigns ("Set Designer") for the Set Designer's services in connection with the
Producer's production of the Play entitled
_____ ("Production"), which is presently
scheduled to be presented at _____ ("Theater"),
located at _____, and
which is owned by _____ ("Owner").

1. (A) The Designer shall design and supervise the construction of the sets for the Production in consultation with and under the supervision of the Director. The Designer shall prepare sketches, models, and ideas, for submission to, and as may be required by, the Director. The Designer shall prepare estimates of the costs of materials, construction, and labor for the building of the set and help the Producer to establish the set construction budget, including, if necessary, obtaining estimates from scenic shops approved by the Director and the Producer. The Producer's decision on the set design budget shall be final. The Designer shall not exceed the budget or incur any costs beyond the established budget without approval from the Producer. The Designer shall attend all production meetings at such times and places as may be designated by the Producer and/or Director and/or Production Manager. The Designer shall be available for all consultations, meetings, and other communications with the Director, Producer, and Production Manager. The Designer shall attend all rehearsals, as may be required by the Director and/or the Producer and/or the Production Manager. Once the Production opens, the Designer shall be available, if necessary, for repairs or replacement of the sets. The Designer shall supervise the work of the Technical Director and any other persons engaged to construct the set.

(B) The Designer shall be present at the Load In on or about _____, to assist and to supervise the Loading in, construction, and assembly of the sets at the Theater, and, if necessary, to make any alterations or changes to his set design to accommodate the reasonable use and fitting of the set in the space. The Designer shall also be present during the Technical Rehearsals as shall be called by the Producer and/or Director and/or the Production Manager, and also for the previews whose dates are presently scheduled for on or about _____ and for the press opening, presently scheduled for on or about _____, in order to assist the Director, the Stage Manager, the Technical Director and all other personnel in the reasonable use of the set for the Production.

2. The Designer understands and agrees that the Producer is contractually obligated to obey at all times Owner's rules and regulations regarding set design and construction and that the violation of the same shall result in penalties to the Producer as well as potential liability to Owner in the event of damage to Owner's premises and/or property. Therefore the Designer agrees and understands he will at all times obey Owner's rules and regulations and further that he will use due care for Owner's premises and property. The Producer will furnish the Designer with a copy of his contract with Owner which sets

forth the Producer's responsibilities toward Owner, as well as a copy of Owner's current rules and regulations, as provided to him by Owner. The Designer will read and familiarize himself with same, particularly those relating to set design and construction. In the event of questions or uncertainties and/or interpretations of Owner's rules and regulations, the Designer will seek guidance from the appropriate Owner personnel.

3. The Designer shall at all times use the highest care for the safety of all persons and property associated with the Production, including, but not limited to, the actors, director, and other production personnel, Owner's personnel and property; and the public who may attend either the Production itself or may otherwise be on or about Owner's premises, with or without Owner permission or the permission of the Producer. To that end, the Designer will obey all fire and safety codes and rules of the municipal authorities having jurisdiction over the Owner and the Production and shall not use, store, or bring into Owner premises flammables, explosives, or other dangerous materials, or any other materials which may be prohibited or whose use may be restricted by the applicable governmental rules and safety codes.

4. The Designer shall not, by any act or omission, or failure to perform any act, jeopardize the Producer's policy of insurance, his ability to obtain or maintain any policies of insurance, and/or the willingness of any insurer to extend insurance protection to the Production.

5. (A) The Producer herein engages the services of the Designer because of his unique skills, talents, abilities, training, and/or reputation. Therefore this is a contract for the personal services of the undersigned Designer and his obligations and promises herein may not be transferred, delegated, or otherwise assigned to any other party without the express written consent of the Producer.

(B) The Designer 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 Designer. In such case the Producer's obligations and rights hereunder shall automatically and without notice cease and shall become the rights and obligations of the third party and/or Production entity and Producer shall have no further liability or obligation hereunder to the Designer.

6. The Designer hereby represents and warrants that all designs and work submitted by him are his original work and do not infringe upon, copy, plagiarize, or otherwise utilize the designs, trademarks, and/or ideas of any third persons or entities, regardless of in what form or media in which said third party's designs and/or work may appear or may have appeared, wherever located, whether protected by common law or by statutory copyright. Designer agrees to hold harmless and indemnify Producer and/or his assigns for all court ordered judgments, damages, attorney fees, and court costs which Producer and/or his assigns may suffer and have to pay as a result of any of Designer's actions or failure to act and/or infringements, copying, plagiarizing or other such utilization of the work, designs, or ideas of said third parties. Designer shall pay any settlements which the Producer and/or his assigns may enter into with a third party.

7. The Producer shall pay the Designer the fee of _____ for his services, according to the following schedule: _____ upon approval of the Designer's sketches and plans by the Director and Producer;

_____ upon the Press Opening of the Production, provided the Designer has completed his work by that time.

The Designer shall work as an independent contractor and shall not be an employee of the Producer.

8. (A) The Copyright to the Set Design shall belong solely to the Set Designer as his sole property. The Set Designer, however, may not sell or rent said designs to any other production without the express written consent of the Producer and the payment of a fee thereto, the amount of which is to be negotiated in good faith between the Designer and the Producer.

(B) The Producer shall own all the physical components of the sets purchased by the Production as his sole property and he may sell, rent, destroy, or otherwise dispose of them as he, in his sole judgment, may see fit.

9. The Set Designer may not accept any commissions, gifts, fees, benefits, or other remuneration from any party with which the Production may do business. Any rebates, allowances, rewards, airline miles, or other benefits which may be proffered by third party suppliers or vendors shall inure to the Producer as his sole property.

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

11. 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.

12. This document shall contain the entire Agreement between the parties. No changes, modifications, or alterations thereof will be effective unless contained in a 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 parties, their executors, administrators, personal representatives, successors, and assigns.

14. The terms of this Agreement shall 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 gender of the respective undersigned parties.

[Optional 15. The Designer understands and agrees that the Production is being recorded on video for the purpose of promoting, publicizing, and marketing the Play. That, as a consequence, his designs, construction, and work will become a part of the videotaped record of the show and will be disseminated and shown in the Producer's efforts to promote, publicize and market both the Production and the Play itself. The Designer hereby unequivocally and forever gives the Producer the right to utilize his designs, construction, and work therefore as captured and shown in the videotape record, as well as in any still promotional photography taken of the Production, for the purpose of promoting, publicizing, and marketing both the Production and the Play itself in any and all media which the Producer, in his sole judgment, shall elect to show, broadcast, and or disseminate the videotaped record of the Production.]

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

_____ (Producer)

_____ (Address)

_____ (Set Designer)

_____ (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*.