

Metadata header

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IDnum 269 **Language** English **Country** United States **State** TX

Union AGMA (American Guild of Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Actors, producers and directors

Bargaining Agency Houston Ballet Foundation

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 2000 **EndYear** 2001

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT made, executed, and delivered in the city of Houston, County of Harris, and State of Texas, this 1st day of July, 2000, by and between the AMERICAN GUILD OF MUSICAL ARTISTS, a membership corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 1727 Broadway (at 55th Street), New York, New York 10019 (hereinafter called "AGMA") and the Houston Ballet Foundation, a corporation organized under the laws of the State of Texas, having its principal place of business at 1921 West Bell, Houston, Texas 77019, (hereinafter called "EMPLOYER").

W I T N E S S E T H:

In consideration of the mutual agreements herein contained, the parties agree as follows:

1. EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all Dancers, Apprentices, (herein referred to collectively as "ARTIST") Narrators, Singers, Choreographers, Stage Managers and their Assistants, Stage Directors and their Assistants, employed by the EMPLOYER. The EMPLOYER agrees that AGMA represents, for all collective bargaining purposes, a majority of the ARTISTS.

2. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this agreement shall apply to and inure to the benefit of all ARTISTS employed or otherwise engaged by the EMPLOYER, or by an affiliate, subsidiary or the like of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS employed by the EMPLOYER" such phrase shall be deemed to mean "ALL ARTISTS employed or otherwise engaged by the EMPLOYER, or by an affiliate or subsidiary of the EMPLOYER, directly or indirectly, or through agents/managers or independent contractors".

3. MEMBERSHIP IN AGMA

(a) Except where prohibited by state law, it shall be a condition of employment that:

1. all ARTISTS hired by EMPLOYER and covered by this Agreement who are members of AGMA in good standing on the date this Agreement is executed shall remain members in good standing, and those who are not members on the date this Agreement is executed shall within thirty (30) days following the

date this Agreement is executed, become and remain members in good standing of AGMA;

2. all ARTISTS covered by this Agreement and hired on or after the date this Agreement is executed shall within thirty (30) days following the beginning of such engagement, become and remain members in good standing of AGMA. "Membership" and "Good Standing" as used in this paragraph shall mean the tender of AGMA's uniformly required initiation fees and periodic dues.

(b) AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the EMPLOYER and will not impose unreasonable entrance fees or dues upon its members; provided, however, nothing contained in this AGREEMENT shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or to refuse to admit to membership or readmit a member, pursuant to the rules, regulations, Constitution and By-Laws of AGMA, and provided, further, that nothing contained herein shall require the EMPLOYER to discharge or refuse to engage any ARTIST by reason of an action of AGMA which is in violation of the said Labor Management Relations Act.

(c) Nothing contained within this Agreement or the Standard Artist's Contract for Employment in any way shall abrogate the artistic prerogatives of the management, which shall be the sole judge and arbiter of any and all artistic matters.

(d) AGMA agrees to consider and act upon all charges filed in writing by the EMPLOYER against AGMA member(s) and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. The EMPLOYER agrees that such charge filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration.

(e) AGMA acknowledges the right of the EMPLOYER to manage the Company.

4. DEDUCTIONS

(a) The EMPLOYER shall deduct all Social Security, Withholding Taxes, Disability Insurance and other Taxes, required by law, to be paid by the EMPLOYER for his Employees. (All ARTISTS engaged by the EMPLOYER covered by this BASIC AGREEMENT are considered Employees within the meaning of the law.)

(b) The EMPLOYER agrees that it will deduct ("Check-Off") 2.0% of the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the EMPLOYER a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable "Working Dues". For purpose of such deduction, travel

expenses, meal money, (to the extent provided for in this Agreement) and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the "gross compensation" and shall not be subject to such deduction. The EMPLOYER shall commence making such deductions with the first wage payment to be made to such ARTIST following the date of the filing of his or her said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such ARTIST during the effective term of said written assignment.

Within one (1) month after the end of each payroll period, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, the total amount of all deductions made during the said period for all such ARTISTS. The EMPLOYER further agrees that, upon written request of AGMA, dues delinquent not longer than six months and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the EMPLOYER to AGMA by separate check.

At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record (form supplied by AGMA) certifying the names, Social Security numbers and total wage and deductions for the pay period of the ARTISTS on whose account such deductions were made. The EMPLOYER will be liable for failure to make a deduction or deductions as set forth in Paragraph 4(b) above.

The EMPLOYER agrees that a special written assignment in the following form, which may be contained in the Standard Artist's Contract for Employment with the EMPLOYER, will be acceptable for the purpose of this Paragraph:

"The actual compensation of the ARTIST shall be set forth herein, and there shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTIST's compensation except such taxes or withholdings as are required by statute, and except further that the ARTIST hereby assigns to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from the ARTIST's compensation and the remission of same to AGMA. This assignment, authorization, and direction covers all compensation earned as a result of employment under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the EMPLOYER and AGMA by registered mail not more than 30 days and not less than 15 days prior to the expiration of each successive one-year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt."

In addition to the above the EMPLOYER may deduct hotel charges and dependent medical coverage from ARTIST's compensation.

No other deductions shall be made from any ARTIST's compensation unless specified in writing from the ARTIST.

5. ADMITTANCE OF AGMA REPRESENTATIVE ON EMPLOYER'S PREMISES

Any officer or other duly authorized representative of AGMA shall be admitted to the premises of the EMPLOYER, or such other place where the Company is working, and the EMPLOYER agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

6. INDIVIDUAL EMPLOYMENT CONTRACT

(a) No ARTIST may take part in any performances or rehearsals or do any work in preparation for a production without first signing a Standard Artist's Contract for Employment which shall state the ARTIST's rank and years of seniority. All contracts and agreements made by the EMPLOYER with the ARTISTS employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the AGMA standard form of agreement (hereinafter described) in quadruplicate, one copy for the ARTIST, one for the EMPLOYER, one copy for the AGMA Retirement and Health Fund and one for AGMA. AGMA's copy shall be kept confidential by AGMA and available only (a) to the Executive Secretary or other officer having an equivalent position or (b) when a dispute arises under the contract, and then only to the extent required.

(b) Exhibit "A" for Dancers, and Exhibit "B" for Stage Managers, attached hereto are the Standard Artist's Contract for Employment, approved by AGMA and to be entered into by the EMPLOYER with each ARTIST, subject to such additions thereto and modifications thereof appropriately as may be agreeable to the ARTIST and to AGMA but in no event inconsistent with this Agreement and less favorable to such ARTIST. A schedule of rules and regulations, as approved by AGMA, may be attached to the Standard Artist's Contract for Employment.

(c) ARTISTS shall be employed on a weekly basis, on a performance basis or on a guaranteed-employment basis on the terms and at not less than the minimum compensation hereinafter set forth. As to those dancers who accept such a guaranteed employment contract, the EMPLOYER may not substitute payment for rehearsal weeks for payment of guaranteed performance weeks, if the weekly compensation of the ARTIST is not the same in all employment weeks. This provision shall become effective upon the commencement of a Standard Artist's

Contract for Employment during the term of this Collective Bargaining Agreement.

(d) EMPLOYER agrees that it will continue to employ during the duration of its performances (tour) outside of the city of origination no less than the total number of dancers employed at the beginning of such tour, provided, however, that reduction in such total number may be made due to sickness or injuries but in no event less than 85% of the original total number.

(e) When any ARTIST is engaged on a weekly or guaranteed-employment basis, the Standard Artist's Contract for Employment may contain an option whereby the EMPLOYER may engage the ARTIST to render his/her services for an additional specified period of employment. This option may be exercised by the EMPLOYER only by delivering a notice in writing to the ARTIST and to AGMA of the exercise of the option either six weeks prior to the last actual ARTIST working day (as distinguished from the date of the completion of the contract period) of that ARTIST in the current employment or the new contract period, whichever is greater in point of time.

(f) All ARTISTS employed shall be notified of reengagement, including rank specification, by written notification, on March 1 or within the five working days prior to March 1. The contract offer will be considered to be withdrawn unless the ARTIST has accepted the EMPLOYER's offer within four weeks after date of offer. EMPLOYER will be available for individual Artist/Employer discussions during the first week after contracts have been offered to Artists or the next employment week in the event said week is a lay-off week.

(g) ARTISTIC EVALUATION shall be conducted by a member of the Artistic Staff in the presence of a witness and scheduled for every ARTIST at least one time in each contract year between November 15 and the following February 1. In the event there are any deficiencies or circumstances which are regarded as adverse to the proficiency of the ARTIST or to the career growth of the ARTIST within the Company or the long-range plans of the Company, such deficiencies or circumstances shall be presented and discussed during the Artistic Evaluation. The evaluation shall be recorded and, if AGMA or the ARTIST provides a tape, shall be recorded on two tapes simultaneously and the ARTIST shall be given one of such two identical tapes. The ARTIST shall have the opportunity to ask questions and make comments during the evaluation process. Principal ARTISTS may elect not to have an Artistic Evaluation unless notified by EMPLOYER that an Artistic Evaluation is required. Such notification to a Principal ARTIST shall be made privately. The ARTIST and the Artistic Director shall attend all evaluations and non-reengagement meetings; other Artistic Staff may also attend. This evaluation shall not be defined as a notice of reengagement or non-reengagement. Following the Artistic Evaluation the Artist individually (other than Apprentices) and Artistic Director will meet again prior to the issuance of a letter of non-reengagement to that ARTIST.

(h) DANCERS shall not have the right to refuse to appear in any dancing role as assigned by the Artistic Director except when morally unacceptable to the ARTIST (e.g. nudity).

(i) AGMA agrees that all ARTISTS have the obligation to fulfill his/her Standard Artist's Contract for Employment. AGMA acknowledges that EMPLOYER has the right to pursue all disciplinary avenues available to the EMPLOYER in instances in which an ARTIST willfully chooses to default on the Standard Artist's Contract for Employment. These avenues include but are not limited to recourse to AGMA for institution of disciplinary proceedings in accordance with its Constitution and By-laws.

7. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the Standard Artist's Contract for Employment between the EMPLOYER and any ARTIST may not be assigned or transferred to any individual or corporation unless the written consent of AGMA and the ARTIST concerned shall have been endorsed on the face of the contract. The transfer of said individual contract without such written consent shall be deemed null and void.

8. REENGAGEMENT

The EMPLOYER will furnish AGMA with a list of those weekly ARTISTS whose contracts expire at the end of the then current season and whom the EMPLOYER does not plan to re-engage for the following season or tour. Upon request the EMPLOYER will furnish AGMA with a record of the evaluation of any ARTIST.

9. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

The EMPLOYER agrees that the minimum terms and conditions governing the employment of ARTISTS by the EMPLOYER are those contained herein, and the EMPLOYER further agrees that it will not enter into any contract with or employ any ARTIST upon terms and conditions less favorable to the ARTIST than those set forth herein. The EMPLOYER agrees that no waiver by an ARTIST of any provision of this Agreement or any contract between any ARTIST and the EMPLOYER shall be requested by the EMPLOYER or be effective unless the written consent of AGMA to the making of such request or such waiver is first had and obtained. The EMPLOYER further agrees that nothing in this Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein. In any case, however, no agreement or contract between the EMPLOYER and any ARTIST, whether or not such agreement or contract contains such better terms, shall be binding upon the ARTIST unless such agreement or contract is in writing and approved by AGMA in writing.

10. AGMA COMMITTEE

A Committee shall be established to discuss and resolve issues which arise during the term of this BASIC AGREEMENT. This Committee will operate as follows:

(a) The EMPLOYER agrees to the establishment of a Committee consisting of representatives of the ARTISTS, representatives of the EMPLOYER, delegate(s) for the Principal/Soloist ARTISTS, delegate(s) for the Corps and an officer or representative of AGMA, when requested.

(b) Committee meetings are to be scheduled either upon request of the EMPLOYER or upon request of AGMA, and such meetings shall not be counted as rehearsal time. Issues brought to the Committee shall have been fully investigated by the appropriate Delegates before being presented.

(c) The subject matter to be discussed by the Committee shall be limited to issues relating to terms and conditions of employment.

(d) The EMPLOYER agrees, subject to the requirement of rehearsal and performance, to set aside a period of up to one (1) hour during which there may be no rehearsals, upon request of AGMA, for membership meetings, once within any season. The EMPLOYER will cooperate with AGMA in setting up shop meetings on the first day of the rehearsal period, in order that AGMA members can elect a Delegate and a Committee and acquaint the members with the provisions of the BASIC AGREEMENT. This one (1) hour is not to be included in compensated rehearsal/ performance time.

11. CHOREOGRAPHERS' CONTRACTS

Choreographers shall be compensated for their work as Choreographers, in addition to any and all compensation which may be due them hereunder for their work as Dancer, Stage Director, Stage Manager, or Assistant. The EMPLOYER shall make a written agreement with such Choreographers containing the terms and conditions, upon which the Choreographer agrees to compose choreography and the EMPLOYER agrees to engage the Choreographer to compose choreography and to compensate him therefore not less than the following:

(a) For a minor dance piece (defined as a dance piece of not more than ten-(10) minutes duration) choreographed by a NEW Choreographer, choreographing his/her first ballet for the EMPLOYER:

	2000/01	2001/02	2002/03	2003/04
Fee	\$550.00	\$600.00	\$650.00	\$700.00
Royalties:	\$42.50	47.50	52.50	57.50

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per performance beginning one year after premiere.

(b) For a minor dance piece (defined in subparagraph 11(a) above):

	2000/01	2001/02	2002/03	2003/04
Fee	\$700.00	\$750.00	\$800.00	\$850.00
Royalties:	55.00	60.00	65.00	70.00

per performance beginning one year after premiere.

(c) For a major dance piece (defined as a dance piece of more than ten-(10) minutes duration) choreographed by a NEW Choreographer:

	2000/01	2001/02	2002/03	2003/04
Fee	\$900.00	1000.00	1100.00	1200.00
Royalties:	47.50	57.50	67.50	77.50

per performance beginning one year after premiere.

(d) For a major dance piece (defined in subparagraph 11(c) above):

	2000/01	2001/02	2002/03	2003/04
Fee	\$1,100.00	1200.00	1300.00	1400.00
Royalties:	\$70.00	80.00	90.00	100.00

per performance beginning one year after premiere.

(e) The above minimum rates are not applicable for works performed for a non-paying audience (lecture demonstration, workshop, educational or outreach activity and the like).

12. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) No officer, director, employee or agent/manager of the EMPLOYER and no person who occupies the relationship of independent contractor to the EMPLOYER shall act as manager, agent or personal representative of any member of AGMA or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of AGMA. The EMPLOYER shall be responsible for enforcing compliance with the preceding sentence. Within ten-(10)-days after notice is given by AGMA to the EMPLOYER of any violation of this paragraph, the EMPLOYER shall correct such violation. If the EMPLOYER shall fail to correct such violation within such time, then the EMPLOYER shall be deemed to have committed a material and substantial breach of this contract. This

prohibition shall not preclude non-employee officers or directors of EMPLOYER from having business relationships with ARTISTS or other members of AGMA in the normal course of such officers' or directors' non-EMPLOYER related occupations or employment.

(b) The EMPLOYER agrees that no AGMA member will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any person firm or corporation, to or for the benefit of the EMPLOYER or anyone else, in order to acquire or continue employment by the EMPLOYER or as a condition of acquiring such employment or any preferment in such employment, and the EMPLOYER agrees that it will not accept or receive any such payments or contributions

13. PAYMENT OF SALARIES

The EMPLOYER agrees that all ARTISTS, except ARTISTS engaged for single performance, shall with best efforts be paid by cash or check not later than 12:00 noon on Thursday of each week of employment. ARTISTS who are engaged on a single performance basis shall be paid by cash or check immediately preceding the commencement of each individual performance for which they have been engaged. All overtime payments, penalty payments, over-mileage payments or any other payments which arise separate and apart from the weekly minimum salaries shall be paid by the EMPLOYER to the ARTIST no later than two (2) weeks following the submission of the overtime schedule to the EMPLOYER. While on tour, ARTISTS shall be paid by cash or check with suitable arrangements made for cashing of checks.

AGMA agrees to a bi-weekly payroll if the ARTISTS are to be paid one (1) week in advance of the beginning of the employment period. The EMPLOYER shall provide means for the cashing of payroll checks on tour.

All overtime accrued shall be submitted by the ARTIST for payment within two (2) weeks after it occurs, or the claim will not be applicable.

14. NON-PAYMENT OR PARTIAL PAYMENT OF SALARIES

(a) Non-payment, or partial payment of salaries, when due, shall be deemed a material breach of contract, giving any ARTIST the right to terminate forthwith his contract with the EMPLOYER. However, upon application and sufficient proof by the EMPLOYER, AGMA in its discretion may grant the EMPLOYER a grace period not to exceed seven (7) days.

(b) If the EMPLOYER fails to pay the salary due the ARTIST, the ARTIST shall have an alternative right to receive his contracted salary out of the security deposit put up with AGMA by the EMPLOYER. AGMA shall notify the EMPLOYER of its intention to so pay the ARTIST; and if the EMPLOYER fails to

institute an arbitration proceeding within two (2) weeks, AGMA will proceed to commence payment to the ARTIST. The EMPLOYER agrees to replenish the security deposit upon receipt of a request from AGMA to replenish the security deposit. Acceptance by the ARTIST of his salary out of the security deposit shall be a waiver on his part of his right to terminate his contract with the EMPLOYER.

15. SECURITY DEPOSIT/BOND

(a) At least one (1) week before the commencement of any rehearsal, engagement, series of engagements or tour within or without the United States of America, or at least one (1) week before the ARTIST commences to travel in pursuance of any engagements, series of engagements or tour within or without the United States of America, whichever is earlier, the EMPLOYER shall deposit with AGMA, at 1727 Broadway (at 55th Street), New York, New York 10019-5284, cash, certified check, savings account passbook, assigned CD, irrevocable assigned letter of credit, or other acceptable liquid financial instruments assigned to American Guild of Musical Artists, Inc. for the benefit of the ARTISTS which shall be satisfactory to AGMA. AGMA agrees that the security bond requirement for EMPLOYER will be satisfied by providing AGMA with a lien on EMPLOYER'S Endowment in the amount of one (1) week's salary for the members of the company.

(b) Proof of the placing of the security bond with AGMA will be posted on the company bulletin board not later than the first (1st) day of each employment period.

(c) No ARTIST shall leave the city of origination for work outside said city unless the EMPLOYER, prior to the ARTIST's departure therefrom, has provided and paid for his transportation and his baggage in accordance with the foregoing provisions, including return transportation back to the city of origination. AGMA shall have the right to require the EMPLOYER to post such bond or bonds or such other security, including money, and in such amount as in its sole discretion AGMA deems necessary to insure the safe transportation and return of the ARTIST. AGMA reserves the right to set up other terms and conditions for granting permission to the EMPLOYER to take any ARTISTS for an engagement, series of engagements or tours outside of the United States of America, as provided in the standard Overseas Rider attached hereto.

16. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) Apprentice - Except as explicitly provided in this subparagraph, all terms and conditions of this contract shall apply to Apprentices:

(1) There shall be not more than six (6) Apprentices;

(2) Apprentices shall be employed for a maximum period of one (1) year without a second year option;

(3) In the event an Apprentice under the age of 18 is covered by parent's or spouse's medical plan, the medical coverage provided for in Paragraph 46(b) shall not be paid by EMPLOYER;

(4) Each Apprentice shall receive a signing bonus of \$1,000 with his/her first paycheck.

(5) Apprentices shall be notified of engagement or non-engagement in accordance with Paragraph 6(f).

(b) Artistic Emergency Rehearsal - In addition to any emergency rehearsal due to the sickness or injury of any ARTIST, the ARTIST may be retained for emergency rehearsal due to an artistic emergency if the lack of such rehearsal would endanger the artistic standards of a work being presented. Any ARTIST called for such a rehearsal shall be compensated at the prevailing rehearsal rate plus Five (\$5.00) Dollars per hour or fraction hereof.

(c) ARTIST Working Day - The term ARTIST working day shall mean any day in which the ARTIST's services are required.

(d) Back-to-Back Lecture/Demonstration - A Back-to-Back Lecture/Demonstration shall consist of two Lecture/Demonstrations, each not to exceed fifty (50) minutes in length, performed in the same location for two different audiences within a two and one-half (2-1/2) hour period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance.

(e) The City of Origination - The term "city of origination" shall mean the city of Houston, Texas.

An engagement will be considered outside the city of origination if such engagement takes place more than a radius of forty-five (45) miles from the company's point of in-city departure.

This definition shall not apply to the engagement outside the City of Origination to Stage Managers and Assistant Stage Managers who do not reside in the City of Origination.

(f) Cover - The term "cover" for the purposes of this Agreement shall be defined as any ARTIST who is required to remain on call and be present during the performance for which he has been assigned to cover. For Principal Artists the requirement to call in prior to the performance shall not be considered a cover if that ARTIST is not required to remain on call during the performance.

(g) Curtain Time - Curtain time shall be defined as seven (7) minutes past advertised curtain time or the beginning of the music of the first (1st) dance piece whichever occurs first.

(h) Dress Rehearsal - The term "dress rehearsal" shall mean an appearance which includes the following elements:

- 1) All performing ARTISTS shall appear in full costume and make-up, except to the extent deemed unnecessary by EMPLOYER;
- 2) All scenery, lighting, props and costumes are utilized;
- 3) Full orchestra utilized or performance music is utilized;
- 4) May include an invited, non-paying audience;
- 5) No printed program or announcement stating cast or program credits.

(i) Emergency Rehearsal - The term "emergency rehearsal" shall mean a rehearsal necessitated by the inability of an ARTIST to perform due to sickness or injury when such emergency rehearsal is posted by the EMPLOYER not more than twenty-four (24) hours after the EMPLOYER learns of the emergency or when the EMPLOYER can submit proof to the AGMA delegates that the rehearsal could not have been scheduled at any other time. In any case, the ARTIST called for emergency rehearsals will receive the prevailing rate.

(j) Extraordinary Risk - The term "extraordinary risk" shall be applied to a performance or on-stage technical rehearsal or dress rehearsal which entails one or more of the following high risk feats for an ARTIST:

- (1) suspension from trapeze, wire or like contrivance more than four (4) feet above stage floor;
- (2) performing on stilts or like devices which place ARTIST's feet more than four (4) feet above stage floor;
- (3) operating explosive or pyrotechnic devices;
- (4) handling fire or performing near or around fire;
- (5) any other form of high risk feat endangering ARTIST(S) to injury as mutually determined by a local AGMA Committee and the EMPLOYER prior to the first performance.

Notwithstanding the foregoing, performing on any construction or apparatus built above the stage floor or orchestra pit, regardless of height, shall not be considered "extraordinary risk" if it is of such stability, width and protective danceability and having such railings as may be necessary as to assure the safety of the ARTISTS as mutually determined by a local AGMA committee and the EMPLOYER.

For each instance of Extraordinary Risk the ARTIST shall be compensated at the rate of \$43.00 as of 7/1/00; \$44.00 as of 7/2/01; and \$45.00 as for 7/1/02; and \$46.00 as of 7/1/03 for each on-stage technical rehearsal, each dress rehearsal and each performance.

If the agreed upon conditions of Exhibit #2 [AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS] are met by the EMPLOYER, the use of sharp weapons, swords and/or other props as weapons shall not ordinarily be considered "extraordinary risk."

(Extraordinary risk shall include without limitation the following:)

A performance or tech dress rehearsal of the following roles or parts by ARTIST(S):

1. NUTCRACKER - Doll
2. NUTCRACKER - Rat King
3. NUTCRACKER - Chinese dancers
4. BUDDHA - men in fight scene
5. PEER GYNT - table dancers
6. GLORIA - lead male (jumps off platform at end of ballet)
7. MIRACULOUS MANDARIN - Mandarin (is hanged)
8. HUNCHBACK OF NOTRE DAME - Hunchback (swings above stage), Priest (jumps off balcony), and Gypsies (on platforms)
9. SWAN LAKE - principals (dive into "lake" at end of ballet.
10. SACRE DU PRINTEMPS - male principal (suspended at end of ballet)
11. RODIN MIS EN VIE - dancer who climbs scaffolding.
12. TWO PIGEONS - Gypsy men (jump from top of stairs)
13. ALICE IN WONDERLAND – Cheshire Cat
14. DRACULA – Reinfield (waving from top of bed in third act, and climbing up and down from top of bed on rope during the act)

In addition, the use of sharp weapons, swords and props used as weapons shall be governed by the attached Exhibit "2" (AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS).

(k) First Year Corps - A First Year Corps ARTIST shall be a performer who has not previously been employed for twenty (20) weeks as an AGMA ARTIST, excluding as an apprentice, prior to signing the Standard Artist's Contract for Employment. A First Year Corps may remain at the First Year Corps

ARTIST level of compensation for the duration of his/her contract.

(l) Free Day - The term "free day" shall be a period of twenty-four (24) consecutive hours during which the ARTIST may not be required to travel, rehearse, perform, or execute any service or obligation whatsoever for the EMPLOYER. The free day shall not be interrupted by photo calls, costume fittings, or any other service, nor shall any individual volunteer such service without prior written consent from AGMA. During performance weeks the twenty-four (24) hour consecutive time period shall be counted from twelve (12) hours after the close of the last preceding performance. Each performance week shall have one (1) Free Day in each Monday through Sunday week. Each rehearsal week shall have two (2) free days within each Monday-through-Sunday week. During a 5-day rehearsal week the consecutive free days shall commence at midnight and end at 11:00 AM in the morning of the third (3rd) following day. A travel call may take place not earlier than 8:00 A.M. following any Free Day. The Free Day rate of payment is the ARTIST's category minimum weekly compensation divided by thirty, times two and one-half with a two (2) hour minimum payable thereafter in half hour increments.

(m) Lecture/Demonstration - An activity not to exceed fifty (50) minutes in duration for the purpose of conveying the art form to a new audience consisting of but not limited to students, teachers, and other interested persons.

(n) Master Class - A teaching activity for non-company members within the profession for the purpose of giving instruction and criticism and to be compensated outside normal compensation.

(o) Nutcracker Pro Rata - For additional performances of Nutcracker on tour and in the city of origination it is agreed that the ARTISTS will receive a per performance pro rata of one-sixth (1/6) of weekly compensation.

(p) Overtime - The term "overtime" shall apply to those instances where the rate of payment is the ARTIST's category minimum weekly compensation divided by thirty, times one and one-half. ARTIST taking over rehearsal for a member of the artistic staff shall be paid at the overtime rate payable in one-half (1/2) hour increments. Tabulation of overtime must be submitted by the ARTIST to the EMPLOYER within two (2) weeks.

Calculations of overtime rate, penalty rate, the rate for ARTIST services on a free day and the like are calculated at a multiple (one and one-half, two, or two and one-half) of the hourly rate of the ARTIST's category minimum weekly compensation divided by thirty for the year in question established in Paragraph 17(a).

(q) Penalty - The term "penalty" shall apply to those instances where the rate of payment is the ARTIST's category minimum weekly compensation divided by thirty, times two.

(r) Performance - The term "performance" shall mean an appearance which counts as three (3) hours and includes all of the following elements:

- 1) All performing ARTISTS shall appear in full costume and make-up;
- 2) All scenery, lighting, props and costumes are utilized;
- 3) Full orchestra utilized or performance music is utilized;
- 4) There is a paying audience;
- 5) The program presented is a full performance.

(s) Performance Week - The term "performance week" shall mean a week commencing on Monday and ending on Sunday, during which at least one (1) performance is given. If a contract begins on any day other than Monday, the ARTIST shall be paid on a pro-rata basis of one-sixth (1/6th) of his agreed-upon weekly salary for all days preceding the beginning of the week. Two (2) Lecture/Demonstrations do not convert a rehearsal week to a performance week.

(t) Principal Dancer shall be defined as an ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment and/or the public announcements, programs and other literature issued by the EMPLOYER.

(u) Rehearsal Week - The term "rehearsal week" shall mean a Monday through Sunday week. The EMPLOYER and AGMA agree that a rehearsal week will consist of five (5) days of rehearsal plus two (2) free days. The EMPLOYER shall schedule rehearsal weeks on a five (5) day basis except as provided in Paragraph 25(e). Rehearsal weeks need not be consecutive.

(v) Residency - A residency engagement shall be defined as an engagement that includes at least one presentation of two (2) or more of the following types of events, to be presented within a salaried week:

- (1) Performance;
- (2) Master Class;
- (3) Lecture/Demonstration.

(w) Rest Time - Rest time shall be defined as a span of time in which no ARTIST's activity such as class, warm-up, photo calls, costume fittings without compensation or travel may be scheduled. Additionally, EMPLOYER shall not during Rest Time schedule ARTISTS for the purpose of receiving notes nor shall EMPLOYER post notes to be read by ARTISTS during Rest Time. Rest time is understood to mean: Off-span (12 or 13) hours, 4th consecutive work hour, break period after travel, time between matinee and evening performances, free day, half-hour call prior to performance and the time between the end of rehearsal and beginning of performance.

(x) Run-outs - When an ARTIST is required to perform more than thirty (30) miles beyond the central point of departure, but is not required to stay overnight, the EMPLOYER shall compensate the ARTIST with the appropriate meal allowance. EMPLOYER will provide transportation to and from such performance or an equivalent allowance for transportation.

(y) Solo Dancer - A "Solo Dancer" shall be defined as an ARTIST who has been so designated by the EMPLOYER in the Standard Artist's Contract for Employment and/or the public announcement, programs or other literature issued by the EMPLOYER.

(z) Spill-Over Rehearsals - The term "Spill-Over Rehearsal" shall mean an unscheduled rehearsal of the same ballet or rehearsal call which immediately follows a scheduled rehearsal and announced as such. Spill-Over Rehearsal shall not exceed one-half (1/2) hour per day per ARTIST under any circumstances and shall be compensated at the appropriate half-hour rate.

(aa) Travel Overtime - The term "Travel Overtime" shall apply to those instances where the hourly rate of payment is the ARTIST's category minimum weekly compensation divided by thirty payable in one-half (1/2) hour increments.

17. COMPENSATION

(a) (1) Minimum Compensation - Rehearsal/Performance Weeks

	2000/01	2001/02	2002/03	2003/04
Apprentice	\$304.00	\$316.50	\$329.00	342.50
First Year Corps	608.00	633.00	658.00	685.00
Corps Dancer	768.00	803.00	839.00	876.00
Solo Dancers	842.00	884.00	929.00	975.00
Principal Dancers	935.00	1000.00	1062.00	1125.00
Extraordinary Risk	43.00	44.00	45.00	46.00
Delegate Fee (each of 2)	72.00	74.00	76.00	78.00

The employer will not resist dancers' application for and receipt of unemployment benefits up to the maximum permissible by law for lay-off periods.

(2) Any ARTIST appointed by the EMPLOYER to take charge of an officially scheduled rehearsal, whether or not the ballet master is present, shall be paid the half-hour overtime rate for each such half-hour or fraction thereof. The ARTIST's uncompensated rehearsal hours shall not be utilized in lieu of payment for performing the service of replacement for ballet master. If no ballet master is present reasonably close to the start of the rehearsal, the ARTIST (or one of the ARTISTS if more than one ARTIST is scheduled to rehearse) shall make a reasonable effort to contact the Artistic Staff. If the ARTIST is unable to contact an Artistic Staff member and/or no ballet master appears within a reasonable time to conduct the rehearsal, the rehearsal shall be deemed canceled and the ARTISTS compensated as if the rehearsal had occurred.

(3) Hotels - The EMPLOYER agrees to provide and pay for hotel rooms, including taxes for all ARTISTS, on double occupancy basis. It is understood that double occupancy means that if two (2) unmarried persons are sharing the room two (2) separate beds must be provided and under no circumstances will pull-out sofas, roll-a-way beds, or the like be utilized (first preference is two double beds). If appropriate pairing cannot be achieved, EMPLOYER will recognize up to three (3) singles, to include at least one (1) man and one (1) woman. ARTISTS will be responsible for the payment of all hotel costs beyond the basic room rate and taxes. EMPLOYER will provide ARTISTS with hotel information five (5) weeks prior to tour. Any Artist who notifies the EMPLOYER within one (1) week after The EMPLOYER has provided hotel information the schedules are announced that he or she does not wish to stay in the designated hotel or hotels shall receive the cash equivalency in an equal amount to one-half (1/2) the double-room rate plus taxes in the designated hotel, except in those situations where presenter provides the hotel accommodation to EMPLOYER. in addition to the meal allowance set forth in subparagraph 17(a)(4) hereinafter.

Such hotel accommodations shall be provided for all tours and run-outs other than run-outs which are to a location less than forty-five miles outside the City of Origination, in which case the EMPLOYER may elect to return ARTISTS to the City of Origination in lieu of providing hotel accommodations.

(4) On any day in which the ARTIST is required to be more than thirty (30) miles from the in-city departure point:

	2000/01	2001/02	2002/03	2003/04
Breakfast: prior to 9:00 AM	\$11.00	\$11.00	\$12.00	12.00
Lunch: Noon to 1:00 PM	\$14.00	\$14.00	\$15.00	15.00
Dinner: after 6:00 PM	\$24.00	\$24.00	\$25.00	25.00

Dinner: after 6:00				
PM	\$24.00	\$24.00	\$25.00	25.00
Total Day:	\$49.00	\$49.00	\$52.00	\$52.00

The foregoing notwithstanding, all foreign meal money shall be separately negotiated in the standard Overseas Rider.

All Artists, either weekly and/or per performances, shall receive meal money two (2) ARTIST working days prior to departure.

The EMPLOYER shall pay all ARTISTS the appropriate meal money allowance whether or not the airline provides meals service or snacks.

(b) Seniority Minimum - Rehearsal and Performance Weeks

(1) The EMPLOYER agrees to pay to an ARTIST in the employ of the EMPLOYER for the appropriate period of time as defined hereafter prior to the effective date of employment, including any period of employment as an Apprentice, the following compensation in addition to any minimum compensation provided for in this agreement:

As of 7/1/00, years 1 through 5, (years 1 through 6 for an ARTIST initially employed as an Apprentice) \$5.75 per week per year, and thereafter \$7.50 per week per year. As of 7/1/02, years 1 through 5, (years 1 through 6 for an ARTIST initially employed as an Apprentice) \$6.00 per week per year, and thereafter \$8.00 per week per year.

(2) For the purpose of determining eligibility of the ARTIST to any of the seniority compensation provided for above, an Artist shall be required to have been employed by the EMPLOYER not less than twenty (20) weeks (not necessarily continuous) or for all of the employment provided by the EMPLOYER in any fifty-two (52) weeks preceding the effective date of the Standard Artist's Contract for Employment contract. Similarly, in order to be entitled to seniority compensation for more than one (1) year, such ARTIST shall be required to have been in the employ of the EMPLOYER not less than twenty (20) weeks (not necessarily continuous), or for all of the employment provided by the EMPLOYER in fifty-two (52) weeks in any additional one (1), two (2), or three (3) years preceding the fifty-two (52) weeks provided for in the preceding sentence. A period of absence due to a debilitating injury or illness will count toward meeting the weekly minimums stated above.

(3) Any ARTIST who is signed to a Standard Artist's Contract for Employment after the effective date of this Basic Agreement shall have his seniority compensation computed on the basis of the provisions contained herein. Any ARTIST who is already under contract at the time of the effective date of this

agreement and who has been receiving seniority compensation under the Basic Agreement heretofore in effect shall not have any seniority compensation he is presently receiving diminished, but any additional seniority compensation to which he may be entitled under this Basic Agreement shall be computed on the basis of this Agreement effective July 1, 2000.

(c) Maximum Number of Performances

(1) The ARTIST may be required to take part in not more than seven (7) performances per week on tour and not more than eight (8) performances per week in the city of origination. If the ARTIST shall be required to take part in more than seven (7) performances in any week while on tour or more than eight (8) performances in any week in the city of origination, he shall be paid not less than one-sixth (1/6th) of his agreed-upon weekly compensation for each such additional performance; the pro rata for Nutcracker performances shall also be one-sixth (1/6th) of weekly compensation.

(2) A Lecture/Demonstration shall count as one-half (1/2) performance service providing that the total elapsed time including travel but excluding rest time between demonstrations does not exceed four (4) hours, and providing that each Lecture/Demonstration does not exceed fifty (50) minutes in length. If Lecture/Demonstration exceeds fifty (50) minutes in length, overtime shall apply in one-half (1/2) hour increments. There shall be not more than three (3) Lecture/Demonstrations in any one day, each being separated by not less than one and one-half (1-1/2) hours if travel is involved and by no less than one-half (1/2) hour if no travel is involved.

A Back-to-Back Lecture/Demonstration shall consist of two (2) Lecture/Demonstrations, each not to exceed fifty (50) minutes in length, performed in the same location for two different audiences within a two and one-half (2-1/2) hour period with an interval of not less than twenty-five (25) consecutive minutes between. It is equivalent to one (1) full performance.

(3) All provisions of the Basic Agreement with respect to rehearsal and travel will apply to Lecture/Demonstration.

(4) In the event that a Lecture/Demonstration is scheduled on the same day as a regular performance, the provisions of the Basic Agreement relative to a two-performance day will apply. No ARTIST may appear in more than one Lecture/Demonstration on a performance day.

(5) Preview performances will be considered full performances. See Paragraph 16(r).

(6) Rehearsal will be permitted following matinees and Lecture/Demonstrations only if there has been a one and one-half (1-1/2) hour rest

period from curtain down time prior to the commencement of such rehearsal.

(7) On Lecture/Demonstration days when no other performance is scheduled, rehearsals may be scheduled as follows:

Three (3) hours of rehearsal in the event of one (1) Lecture/Demonstration per day, two (2) hours of rehearsal in the event of two (2) Lecture/Demonstrations per day and no rehearsal on days when three (3) Lecture/Demonstrations are scheduled.

(8) No stage make-up will be required for Lecture/Demonstrations, excepting special ethnic or character stage make-up integral to the Dance Piece. Make-up may be required for certain ARTISTS.

(9) The ARTIST shall have access to the performing space at least one (1) hour prior to the starting time of a Lecture/Demonstration. The EMPLOYER shall arrange for a suitable warm-up space with barres for the ARTISTS. The EMPLOYER agrees to provide a professional floor surface for all Lecture/Demonstrations. Stage Manager is to examine the floor and assist in preparing the floor surface for the safety of the ARTIST.

(10) The EMPLOYER will arrange for adequate dressing rooms to include dressing and seating space and bathroom facilities for all occupants.

(11) No ARTIST shall be required to perform in more than two (2) full performances per day.

(12) Any ARTIST teaching a Master Class will be compensated at a minimum fee of \$50.00.

(13) The Choreography of the dance pieces to be performed shall be modified to adapt to the existing physical limitation for all Lecture/Demonstrations, fund raising or similar events which could endanger the ARTIST. The EMPLOYER must provide a resilient linoleum dance surface for all aforementioned events when available.

(d) Pro Rata Days

(1) If the ARTIST shall be guaranteed not less than one (1) full performance week, then the EMPLOYER shall have the right, on two (2) weeks prior notice, to engage the ARTIST for not more than three (3) consecutive days in the week immediately preceding or succeeding any such guaranteed full performance week at a pro-rata amount of the ARTIST's agreed upon weekly compensation for performance weeks calculated on the basis of one-sixth (1/6th) thereof for each such day in such week. It is further agreed that the fourth (4th) day or a fifth (5th) performance "triggers" a full performance week.

(2) EMPLOYER shall have the right to engage ARTIST for rehearsals for the balance of the above mentioned pro-rata week at the same one-sixth (1/6th) of the weekly rehearsal compensation.

(e) Each ARTIST shall receive in each performance week one (1) Free day as defined herein.

18. STARTING AND CLOSING TIME OF PERFORMANCE

(a) Starting Time – For performances at the Cynthia Mitchell Woodlands Pavilion and at the Miller Outdoor Theater, any delay of a performance due to circumstances beyond the EMPLOYER's control may not exceed one (1) continuous hour, or a total of one and one-half (1-1/2) hours after the posted performance time; the EMPLOYER shall cancel the performance if additional delay is required.

(b) The EMPLOYER agrees that in the event a performance shall be concluded after 11:30 P.M. or if the performance exceeds three (3) hours in length from curtain time, each ARTIST shall be compensated at the rate of one-half the hourly overtime rate for each half-hour or fraction thereof during which the ARTIST is required to perform after 11:30 P.M. or in excess of three (3) hours from seven (7) minutes past advertised curtain time or the beginning of the music of the first (1st) dance piece whichever occurs first. However, if the conclusion of the performance was delayed by circumstances as outlined in Paragraph 48 (Force Majeure or similar circumstances), the EMPLOYER shall not be liable for the compensation outlined above.

19. INTERMISSIONS

(a) The EMPLOYER agrees that there shall be a fifteen (15) minute intermission between dance pieces and/or acts of dance pieces which require a change of costume and/or make-up by ARTISTS appearing in both dance pieces or both acts of the same dance piece. Intermission time shall begin from the time of final curtain following the end of curtain calls; any violation shall be paid at the dollar equivalent of one-half (1/2) hour overtime.

(b) There shall be a call ten (10) minutes prior to the appearance of the ARTIST in such second (2nd) and third (3rd) dance piece advising the ARTISTS that they shall be required on stage five (5) minutes after such call.

(c) No rehearsals, walk-throughs, stagings or spacing will occur during any intermission unless requested by an ARTIST or in an emergency situation.

20. MATINEE PERFORMANCES

The EMPLOYER agrees that there shall be a minimum period of three (3) hours intervening between the conclusion of any matinee performance and the commencement of the evening performance during which period the ARTIST may not be required to rehearse, travel and/or perform. However, there may be a two and one-half (2-1/2) hour time span between performances of The Nutcracker.

21. SINGING AND SPEAKING ROLES

An ARTIST shall be compensated \$7.00 per performance for making any utterance (e.g. making noise, yelling, etc.), singing and/or speaking one to ten (10) words in a dance piece or dance work. An ARTIST who utters, sings or speaks more than ten (10) words in a dance piece or dance work shall receive \$30.00 per performance in addition to weekly contractual compensation. EMPLOYER shall meet with the AGMA Delegates concerning each ARTIST whom EMPLOYER requests to vocalize in any dance piece to determine the script and the exact number of words each ARTIST is being asked to vocalize in such dance piece. EMPLOYER shall prepare a written script after such meeting which shall state the exact words required to be vocalized by any such ARTIST and which shall state the number of words constituted thereby and the fee to be paid therefor. After review and upon agreement of the parties as to the number of words, the script prepared by EMPLOYER shall be signed by both EMPLOYER and such AGMA Delegates as evidence of the words to be vocalized and the applicable fee. Each Artist required to vocalize shall be provided with such script. EMPLOYER shall add such fee to the payroll check immediately following any such performance without any requirement by such ARTIST to file any "overtime" form or any other such form to request payment for singing and/or speaking roles. No ARTIST shall be requested to sing or speak any words in any dance piece unless a script has first been prepared and presented as provided above. No Artist shall receive compensation for vocalization without first receiving such script.

22. LAY-OFFS

(a) If an ARTIST is called upon to perform one (1) or more performances during a lay-off week, the EMPLOYER must pay the ARTIST his full regular weekly performance salary, except as provided in Paragraph 17(d).

(b) The EMPLOYER may lay off ARTISTS in the city of origination without any compensation. The EMPLOYER agrees that all employment outside the city of origination shall be continuous, and each ARTIST shall be compensated therefore at his performance week salary, and that it shall not lay off an ARTIST in any place other than the city of origination.

(c) No lay-offs or return to employment shall occur without four (4) weeks prior written notification to each ARTIST.

(d) When the ARTIST is to return to employment following a lay-off period, the EMPLOYER agrees that the rehearsal schedule will be posted by noon four (4) calendar days before the beginning of rehearsal. The EMPLOYER will continue its practice of providing a tentative rehearsal schedule two (2) ARTIST working days prior to the beginning of a lay-off.

(e) If there is a lay off period of less than one (1) week, there shall be a one (1) week rehearsal period guaranteed when employment resumes. If there is a lay off period of one (1) week or more, there shall be a two (2) week rehearsal period guaranteed when employment resumes.

(f) Outside Employment. The ARTISTS shall have the right to arrange for employment outside of EMPLOYER's contractual period during times specified as lay-offs. ARTISTS agree that when obtaining outside employment which falls within the EMPLOYER's contractual period, ARTISTS shall request billing that the ARTISTS are appearing through courtesy of Houston Ballet.

23. NON-CITIZENS

The following provisions shall apply only to non-citizens of the United States who have been in this country less than five (5) years or who have made application for United States citizenship. The EMPLOYER agrees that where the EMPLOYER enters into a contract with an ARTIST who is not a citizen of the United States and who has so warranted in his individual contract, then the EMPLOYER may exercise his right to suspend payment to the ARTIST of the ARTIST's compensation on a pro-rata basis for each performance which the ARTIST is unable to fulfill due to the sole fact that the ARTIST is unable to leave the United States and perform in a foreign country because of his lack of citizenship. Where the EMPLOYER so exercises his right to suspend payment, then the EMPLOYER shall pay meal money to the ARTIST for each day payment is suspended.

24. REHEARSALS DURING PERFORMANCE WEEKS

(a) The ARTIST may be called upon to rehearse during each performance week without the payment of additional compensation provided that:

(1) The ARTIST shall not be required to rehearse in excess of two (2) hours on a performance day unless there is a dress rehearsal, when the ARTIST shall not be required to rehearse in excess of three (3) hours. The EMPLOYER shall schedule dress rehearsals on non-performance days whenever possible. During a performance week there shall be no rehearsals on a Sunday on which there is a performance. In lieu of Sunday rehearsals, an additional one-half hour of rehearsal shall be added on each Tuesday, Wednesday, Thursday and Friday. In addition, the daily schedule, including class, on days on which there is an evening performance or tech/dress rehearsal shall not extend beyond three (3) hours

prior to the scheduled call for all ARTISTS performing, cast in or covering such repertory run(s) of any ballet(s).

(2) On non-performance days during performance weeks, the ARTIST may be required to rehearse not more than five (5) hours per day, or five and one-half (5-1/2) hours on Tuesdays, Wednesdays, Thursdays and Fridays in lieu of Sunday rehearsals when there is a Sunday performance, i.e., rehearsals during performance week:

	A	or	B
Other non-performance days:	5 hrs.		5 hrs.
Day preceding opening night:	5 hrs.(incl.dress)		4 hrs.
Opening night:	2 hrs.		3 hrs.(incl.dress)
Subsequent performance days:	2 hrs.		2 hrs.

(3) Outside the City of Houston, the ARTISTS shall not be required to rehearse within the two (2) hour period prior to the commencement of any performance and in the City of Houston the ARTISTS shall not be required to rehearse within the three (3) hour period prior to the commencement of any performance, unless such rehearsal is scheduled under emergency conditions as herein defined and further provided that such emergency rehearsal is compensated for as provided in Paragraph 24(b) of this Agreement. Emergency rehearsal shall be compensated at the prevailing rate.

(4) The ARTIST shall be given one 5-minute break during each hour of rehearsal which break shall precede a fifty-five (55) minute rehearsal period. If a ballet or act or scene of a ballet exceeds fifty-five (55) minutes, EMPLOYER may request during a run through of such ballet or act or scene that ARTISTS postpone the break until the conclusion of the run through. The ARTISTS shall not unreasonably refuse such request. In no event shall ARTISTS be requested or required to rehearse longer than one hundred and ten (110) minutes without a break. The rescheduling of the break time shall not reduce the total minutes of break time ARTISTS are entitled to receive.

(5) The EMPLOYER shall not infringe upon the allotted free time after a travel call. Prior to the first scheduled rehearsal, ARTIST's use of free time for class or personal warm-up may not be infringed upon (e.g. for costume fittings).

(b) If the ARTIST shall be required to rehearse in excess of the maximum number of hours per day or per week, as above provided, he shall be paid not less than the rate of one-half (1/2) the hourly overtime rate for each such additional rehearsal half hour or fraction thereof. It is further agreed that spill-over overtime rehearsal as defined herein will be paid for at the rate of one-half (1/2) the hourly overtime rate for each additional half-hour of rehearsal or fraction thereof. In the event an ARTIST is required to rehearse a fourth (4th) consecutive hour, the first thirty (30) minutes of such 4th consecutive hour shall be paid at the overtime rate and any additional consecutive rehearsal time thereafter shall be paid for at the penalty rate in one-half (1/2) hour segments.

(c) The first required service of an ARTIST shall not be sooner than thirteen (13) hours following the end of the last preceding performance or rehearsal period in the city of origination. On tour, there shall be a twelve (12) hours interval following the end of the last preceding performance and the next required service.

(d) Rehearsal will be permitted on a day in which two (2) performances are given only in case of emergency, as defined herein, in which event the ARTISTS shall receive compensation as provided in Paragraph 24(b) above.

(e) If the ARTIST shall be required to rehearse at any time during a Free Day, the ARTIST shall be compensated at the ARTIST's category minimum weekly compensation divided by thirty, times two and one-half with a two (2) hour minimum payable in one half hour increments.

(f) If the ARTIST is at any time required to rehearse during any one of the following times, his compensation for such period shall be as noted hereunder:

- (1) Rehearsals within the
elapsed thirteen
(13) or twelve (12)
hour period
See Paragraph 24(c) hourly penalty rate
- (2) Rehearsals after
evening performance hourly penalty rate

(g) Any rehearsal may be called, counted, and compensated for in one-quarter (1/4) hour increments, provided that no rehearsal may be called for less than one-half (1/2) hour; except that a call for the purpose of giving notes may be scheduled at the first rehearsal period on the calendar day following a performance, assuming such day is an ARTIST working day, as a call of only one-quarter (1/4) hour.

(h) Compensation for rehearsals shall commence from the time of the

scheduled call for such rehearsals and conclude at the time of the actual dismissal.

(i) AGMA agrees, upon application by the EMPLOYER, to grant the EMPLOYER a waiver of the rehearsal provisions as set forth in Paragraph 24(f) of the Agreement, provided the EMPLOYER submits adequate proof to AGMA that a rehearsal was solely called due to an emergency and provided the ARTISTS rehearsed are those who are required to be rehearsed because of the emergency. If such waiver is granted, the EMPLOYER agrees to pay the ARTISTS overtime compensation as provided in Paragraph 16(n) of the Agreement.

(j) The ARTIST shall not be penalized for refusal to rehearse and/or perform on a concrete or carpeted floor even though it may be covered with linoleum.

25. REHEARSALS DURING REHEARSAL WEEKS (for ARTISTS on weekly or guaranteed employment basis)

(a) During rehearsal weeks the ARTIST may be called upon to rehearse not more than thirty (30) hours per week and not more than six (6) hours in any one (1) day. Any rehearsal may be called, counted, and compensated for in one-half (1/2) hour increments. If the ARTIST is dismissed from rehearsal and is called for further rehearsal within one (1) hour of the time of such dismissal, then such intervening time between dismissal and recall shall be counted as if the ARTIST had rehearsed.

(b) If the ARTIST shall be required to rehearse more than thirty (30) hours per week or more than six (6) hours per day during a five-day week, he shall be paid additional compensation of not less than one-half (1/2) the hourly overtime rate for each such additional rehearsal half-hour or fraction thereof. It is further agreed that spill-over overtime rehearsal as defined herein, will be paid for at the rate of one-half (1/2) the hourly overtime rate for each additional half (1/2) hour or fraction thereof.

(c) In the event that the ARTIST is called to rehearse at any time during a Free Day as defined in Paragraph 16(l) of this agreement, the ARTIST shall be compensated at the ARTIST's category minimum weekly compensation divided by thirty, times two and one-half with a two (2) hour minimum payable in one half hour increments.

(d) The ARTIST may not be required to rehearse sooner than thirteen (13) hours following the end of the last preceding rehearsal period. If the ARTIST is required to rehearse within the thirteen (13) hour period, he shall be compensated for such rehearsal at the appropriate hourly penalty rate. All rehearsal hours during all rehearsal weeks shall be scheduled within a nine-hour span.

During rehearsal weeks, EMPLOYER recognizes and agrees to

maintain current practice as follows: Class begins at 10:00 A.M. and ends at 11:30 A.M., first rehearsal begins at 11:50 A.M. and all rehearsals end by 6:45 P.M.

(e) For each eight (8) weeks of employment, the EMPLOYER may schedule one (1) 6-day rehearsal week prior to a performance week. The limit of thirty (30) hours per week and five (5) hours per day shall prevail in all such 6-day weeks; however, notwithstanding this section, EMPLOYER nevertheless will use best efforts to adhere to a five-day, six hour rehearsal week schedule prior to a performance week.

(f) Except in cases of emergency, ARTIST shall inform EMPLOYER as soon as possible, but in any event not later than 11:00 am, in any day that ARTIST will be unable to attend any rehearsal for which he or she is called that day, due to illness, injury or other unforeseen circumstance.

26. REHEARSALS - MINIMUM GUARANTEE

(a) After a lay off (non work period) of less than one (1) week, the EMPLOYER will guarantee to the ARTIST not less than one (1) rehearsal week prior to the beginning of performance. Following a one (1) week lay off or more, the ARTIST will be guaranteed not less than two (2) weeks of rehearsal before performances can commence.

(b) Class shall be made available to company members two (2) weeks prior to the first scheduled rehearsal week of the season, on a local option basis.

(c) It is the desire of the parties that all ARTISTS will be provided with adequate instruction/coaching by EMPLOYER, within the artistic discretion of management, prior to performance of a ballet.

27. FREE DAYS AND HOLIDAYS

(a) During each five (5) day rehearsal week, each ARTIST will receive two (2) Free Days as defined herein.

(b) Each performance week shall have one (1) Free Day in each Monday through Sunday Week, with the Free Day occurring by not later than the tenth (10th) day (fourteenth (14th) day for Stage Managers and Assistant Stage Managers) following the immediately preceding Free Day.

(c) ARTISTS may not be required to rehearse and/or perform on the following legal holidays: Labor Day, Independence Day, Memorial Day, Martin Luther King Day, Thanksgiving, Christmas, New Year's Day and Easter Sunday. All such legal holidays shall be in addition to the regularly scheduled Free Days. If the ARTIST is required to perform or rehearse on a legal holiday or if the holiday is scheduled to be the regular free day, the ARTISTS shall receive an extra Free Day

within the succeeding or preceding two (2) week period of employment except Thanksgiving, Christmas, New Year's Day and Martin Luther King Day which shall have the extra Free Day scheduled within the succeeding or preceding four (4) week period of employment. If an alternate free day cannot be scheduled ARTISTS will be compensated at one-sixth (1/6) of the weekly salary. Legal holidays which fall on a Sunday do not require an additional free day during that same week, provided the ARTIST shall have an alternate free day scheduled.

(d) For tours which are in excess of twenty-one (21) days, the EMPLOYER shall designate the Free Day on the first business day or a mutually agreeable day immediately following the Company's return to the city of origination.

28. REHEARSAL CONDITIONS - GENERAL PROVISIONS

(a) The EMPLOYER agrees not to schedule rehearsals which require an ARTIST to be available for any two (2) rehearsals occurring at the same time. If an ARTIST is so scheduled, he shall make a reasonable effort to contact the Artistic Staff. If the ARTIST is unable to contact an Artistic Staff member and/or receives no direction as to which rehearsal to attend, the ARTIST may attend either rehearsal at the ARTIST's election, without penalty or other adverse impact. In the event that the ARTIST is subsequently told to attend the other rehearsal or both rehearsals, the rehearsals shall be regarded as two separate rehearsals and the ARTIST shall be compensated as such.

(b) Within the first four (4) hours of rehearsal each ARTIST shall receive sixty (60) consecutive minutes rest time. The maximum number of consecutive hours of rehearsal for which an ARTIST may be called is three (3) hours. If the ARTIST is scheduled to rehearse for a fourth (4th) consecutive hour, the first thirty (30) minutes of such 4th consecutive hour shall be paid at the overtime rate and any additional consecutive rehearsal time thereafter shall be paid for at the penalty rate in one-half (1/2) hour increments. The ARTIST will not be required to travel to another place of rehearsal nor will costume fittings be scheduled during the one hour rest period.

(c) When ten (10%) percent or more of the cast of any dance piece are required to execute movements which involve kneeling on the floor in any rehearsal room or on stage, the floor of such room or stage shall be maintained in proper condition for such work and cleaned prior to such rehearsals. If a ballet includes the execution of knee work, brand name, athletic kneepads must be provided.

(d) The ARTIST shall be given one 5-minute break during each hour of rehearsal, which break shall precede a fifty-five (55) minute rehearsal period. If a ballet or act or scene of a ballet exceeds fifty-five (55) minutes, EMPLOYER may request during a run through of such ballet or act or scene that

ARTISTS postpone the break until the conclusion of the run through. The ARTISTS shall not unreasonably refuse such request. In no event shall ARTISTS be requested or required to rehearse longer than one hundred and ten (110) minutes without a break. The rescheduling of the break time shall not reduce the total minutes of break time ARTISTS are entitled to receive.

(e) ARTISTS must have one and one-half (1-1/2) hours off between rehearsals called at two (2) different studio or theater locations if such locations are more than one-half (1/2) mile apart, provided that only 45 minutes, excluding rest time, is required between rehearsals and/or required services called at Houston Ballet Studios at the Wortham Theater Center and 1916 West Gray in Houston, Texas.

(f) (i) For ballets not previously performed by Houston Ballet, the EMPLOYER will notify each ARTIST assigned to perform or cover a role of his/her assignment no later than five (5) ARTIST's working days after the first rehearsal for the role the ARTIST is being assigned to perform or cover or three (3) calendar weeks prior to the first (1st) dress rehearsal for the ballet, whichever is later.

(ii) For all other ballets, the EMPLOYER will notify each ARTIST assigned to perform or cover a role of his/her assignment no later than three (3) ARTIST's working days after the first (1ST) rehearsal for the role the Artist is being assigned to perform or cover. Changes in assignments for these ballets will be permitted thereafter for extraordinary circumstances or for important artistic reasons.

(g) ARTISTS shall not be penalized for refusal to rehearse on a concrete floor, even though it may have a linoleum covering.

(h) A Stage Manager or employer representative will be present at all times when the company is rehearsing in the theater and at all Lecture/Demonstrations. This representative will be responsible for the floor condition, heating, adequate lighting and for calling breaks and keeping exact time records with regard to commencement and dismissal of rehearsals. The EMPLOYER agrees that an official management representative with authority and decision making power will accompany the ARTISTS on all tours.

(i) Smoking, eating and drinking beverages other than water by either Dancer, Stage Crew and/or all management personnel shall be prohibited in any space where a class, rehearsal and/or performance is being held.

(j) All dress rehearsals or rehearsals requiring make-up must include a one and one-half (1-1/2) hour rest interval prior to the on-stage call for a dress rehearsal.

(k) The EMPLOYER shall be responsible for the upkeep and maintenance of rehearsal facilities, including lounge and bathroom facilities. In addition, EMPLOYER shall provide for the extermination of rodents and insects

when their presence is evident.

(l) Any rehearsal may be called, counted, and compensated for in one-quarter (1/4) hour increments, provided that no rehearsal may be called for less than one-half (1/2) hour; except that a call for the purpose of giving notes may be scheduled at the first rehearsal period on the calendar day following a performance, assuming such day is an ARTIST working day, as a call of only one quarter (1/4) hour.

(m) In order to prevent the release of a dancer from a rehearsal to avoid paying overtime when she/he should be rehearsing works new to the company, the direction or request of the artistic staff (including visiting artistic staff) shall prevail and that dancer shall be permitted to rehearse and be paid overtime, the schedule notwithstanding.

29. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

(a) A call board shall be provided in each place where rehearsals are regularly scheduled, and all notices concerning rehearsals shall be posted thereon.

EMPLOYER also shall maintain for the benefit of the ARTISTS a separate telephone line connected to an answering machine upon which EMPLOYER shall record messages listing all schedules. The receptionist shall also have available and provide ARTISTS with schedules. However, the official company schedule is the one which is posted upon the call boards.

Notwithstanding any other provisions contained in this Agreement, EMPLOYER shall make best efforts to distribute to all ARTISTS a week-by-week itinerary and schedule of work for the entire employment period covered by the Standard Artist's Contract for Employment three months in advance of the entries upon such schedule and, at a minimum, shall distribute such itinerary and schedule no less than six weeks in advance of such items.

(b) During all rehearsal and performance weeks, the complete and detailed individual ARTIST's schedule, including costume fittings, notification of dress/technical rehearsal make-up, hair, costume, and shoe requirements shall be posted by 12 noon, two (2) ARTIST's working days in advance of the costume fitting, rehearsal and/or performance.

During Rehearsal Weeks, changes in the ARTIST's schedule may be made prior to 12 noon one (1) ARTIST's working day in advance. During Performance Weeks, changes in the ARTIST's schedule may be made prior to conclusion of the last service of the day or 4:30 pm, one ARTIST's working day in advance. For each subsequent revision in the schedule, the EMPLOYER will contribute \$100 to the Houston Ballet Artist's Reserve Fund.

(c) If the EMPLOYER does not abide by the foregoing (a) and (b) above, or any part thereof, the ARTIST shall be exonerated for any lateness or missing of rehearsals occasioned thereby.

(d) Complete casting including dates, curtain time, and program order shall be posted on the company call board by twelve (12) noon fourteen (14) ARTIST working days prior to each performance. Any change in casts following such posting shall be made by the EMPLOYER upon personal notification to each ARTIST involved twenty-four (24) hours in advance of performance, except in the case of emergency. For each day a violation occurs, the EMPLOYER will contribute \$100 to the Houston Ballet Artists' Reserve Fund.

(e) The EMPLOYER shall have listed in the program distributed to the audience, or on a reader board in the main lobby, or have announced to the audience, the names of all ARTISTS who perform leading roles, as designated by the Artistic Director.

(f) In the event changes occur in the cast, the EMPLOYER shall display at the time of the performance reader boards, located upon every floor to which the audience has regular access, listing all role changes for soloists, principals, and leading roles, including identification of the roles affected and the names of the ARTISTS who will be performing those roles.

(g) The EMPLOYER shall use best efforts to notify the ARTISTS by telephone or in person of any changes in rehearsal schedule. ARTISTS shall be exonerated for any lateness or missing rehearsals unless such notification shall occur.

(h) If the ARTIST is dismissed from a scheduled rehearsal in progress, such actual time rehearsed shall be counted in one-half (1/2) hour increments.

30. GUARANTEED EMPLOYMENT

(a) Definition - The EMPLOYER and AGMA agree that the term "guaranteed employment" (and engagement on "Guaranteed Employment Basis" as used in exhibit (a)(2)) shall mean employment of the ARTIST by the EMPLOYER whereby the EMPLOYER guarantees the ARTIST not less than forty-four (44) weeks of employment in any period of twelve (12) consecutive months.

(b) Rehearsals in City of Origination - When all ARTISTS under guaranteed employment contracts have commenced rehearsals prior to the Fall season, any rehearsal weeks in the city of origination at any time subsequent thereto shall include all ARTISTS engaged on a guaranteed-employment basis by the EMPLOYER who have already commenced rehearsals, provided however, that this provision does not prevent EMPLOYER from having some ARTISTS engaged in rehearsal weeks while others are simultaneously engaged in performing weeks and does not require all ARTISTS engaged on a Guaranteed Employment Basis to be in

the same location or town at the same time, as long as all ARTISTS engaged on a Guaranteed Employment Basis receive payment for their full number of weeks of guaranteed employment and have lay-offs scheduled at the same time.

31. SINGLE PERFORMANCE

(a) In the event the EMPLOYER contemplates engaging Dancers, Narrators, Singers, Choreographers, Stage Managers, Stage Directors or their Assistants on a single performance basis, the EMPLOYER shall notify AGMA that it intends to engage such ARTISTS on a single performance basis, whereupon AGMA and the EMPLOYER agree to the negotiated minimum terms and conditions stated below.

(b) Compensation

All ARTISTS, including Stage Managers and Assistant Stage Managers, on a single performance basis, shall be paid not less four hundred dollars (\$400.00) for each single performance in the city of origination. If the ARTIST is required to perform outside the City of Origination, the EMPLOYER will provide the ARTIST with a hotel room, explained under Paragraph 17(a)(3) of this Agreement, plus meal money allowance in accordance with Paragraph 17(a)(4) of this Agreement.

(c) Meal Money

In those instances where the ARTIST is required to perform outside the city of origination, but is not required to remain outside the city of origination overnight, the ARTIST will receive meal money as listed in Paragraph 17(a)(4). Such monies shall be distributed to the ARTIST not later than two (2) ARTIST working days prior to scheduled departure.

(d) Guarantee of Rehearsal Hours

ALL ARTISTS engaged shall be guaranteed not less than ten (10) paid rehearsal hours to be paid for at the rate of One hundred (\$100.00) per hour in each year of this Agreement. No free hours of rehearsal shall be permitted.

32. SUSTENANCE PAYMENT DURING TRAVEL

If an ARTIST under any type of employment contract is required to travel or be outside the city of origination at any time during the week which is neither a rehearsal week nor a performance week, he shall be paid not less than the applicable meal money for each day (beginning at midnight and ending the following midnight) or part thereof, and EMPLOYER will provide and pay for hotel accommodations. Overseas and/or foreign meal money shall be negotiated and contracted on a separate Overseas Rider.

33. TRANSPORTATION - GENERAL PROVISIONS

(a) The EMPLOYER shall submit to AGMA and to the AGMA delegates proposed itinerary of any tour, and shall submit in writing to AGMA a statement concerning the proposed method of transportation to be used during the tour. Both such reports shall be submitted at least thirty (30) days preceding the first (1st) day of any tour. Two (2) copies of the tour itinerary will be made available to each ARTIST not later than two (2) weeks prior to the commencement of the tour. Any additions or changes in the itinerary must be announced to the Company at least one (1) week in advance of such change. Stage Managers shall be notified of their tour itinerary and any changes thereto. Mail will be forwarded from the Company office to the ARTISTS on tour at least once each week.

(b) ARTISTS required to travel, rehearse and/or perform more than ten (10) hours in one (1) day shall be compensated at the travel overtime rate in half hour segments. ARTISTS required to rehearse or perform after the 8th hour of required service on a travel day shall be compensated at the overtime rate. Travel will be counted from baggage call to arrival location, such time to include lunch stops and rest stops. Baggage call may be prior to 8:00 AM without penalty. The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time was due to inclement weather, mechanical failure, or traffic accidents.

(c) Between arrival and the next scheduled rehearsal there shall be a full three (3) hour rest period, however, in the last ninety (90) minutes class may take place. If the EMPLOYER shall violate the provisions in this paragraph, the EMPLOYER agrees to compensate each Artist at the hourly penalty rate for each hour or fraction thereof for each violation. When the distance traveled from the City of Origination is seventy-five (75) miles or more or the time traveled is one and one-half (1-1/2) hours or more, there shall be a full three (3) hour rest period between arrival and the next scheduled rehearsal or performance; however in the last ninety (90) minutes, class may take place. When the distance from the City of Origination is less than seventy-five (75) miles or the time traveled is less than one and one-half (1-1/2) hours, including travel within the City of Origination, (other than travel within the "610 loop") for which transportation is provided by EMPLOYER, there shall be a full one (1) hour rest between arrival and class or the next scheduled rehearsal or performance. Whenever an Artist provides his/her own transportation within or without the City of Origination, the provisions hereinabove for rest periods shall not apply.

(d) Whenever any ARTIST shall work for the EMPLOYER outside the city of origination, the EMPLOYER shall provide and pay for the transportation of such ARTIST from the city of origination to such point or points outside and the ARTIST's return transportation to the city of origination.

(e) The EMPLOYER also agrees to pay upon presentation of receipts for all transportation charges which may be required of the ARTIST by the EMPLOYER during the course of a trip, such as taxi fares between terminals, etc. and also transportation expenses incurred for doctor or emergency due to illness or injury on tour.

In the event an Artist must leave a tour due to an emergency, defined as death or serious illness in the ARTIST's immediate family, Houston Ballet will pay for the ARTIST's travel for such emergency, but in an amount not to exceed the cost of return to the City of Origination. Immediate family shall be defined as the ARTIST's spouse or partner, parents, parents of the ARTIST's spouse or partner, children including step children and children of the ARTIST's spouse or partner, siblings and grandparents.

(f) Personal Baggage - The EMPLOYER shall provide and pay for the transportation of the ARTIST's personal baggage to such outside point or points and return to the city of origination up to the maximum limit provided by carriers for travel in the United States, and the EMPLOYER or the carrier shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) while in transit if the ARTIST shall have provided a suitable container therefore and shall have kept the same locked when not in use, but not in excess of One Thousand Dollars (\$1,000.00) for each ARTIST. While on tour, whether inside or outside the United States, personal baggage must be available to the ARTIST on a reasonable basis.

(g) Transportation to places of Performance or Rehearsal

The EMPLOYER agrees that in the event that the ARTIST while on tour only shall be required to perform or rehearse in any town at a place further than one-half (1/2) mile from a central point near which the majority of the ARTISTS shall be quartered (to be mutually agreed upon by the ARTISTS and the EMPLOYER), then bus or similar transportation to and from such place be provided for all ARTISTS by the EMPLOYER at its own expense. If the ARTIST is scheduled for rehearsal outside the theater of performance, the EMPLOYER will grant the ARTIST sufficient time to allow the ARTIST travel time to reach the theater of performance in addition to the time requirements of subparagraphs 36(b) and 37(h). In the event of inclement weather, or if the route between the hotel and the theater is mutually deemed by the AGMA delegate and the EMPLOYER to be unsafe, a bus shall be available to ARTISTS one-half (1/2) hour after curtain time to provide transportation to the hotel. Similarly, if there are no eating accommodations available, the EMPLOYER shall make provision to transport ARTISTS to and from a restaurant or provide service of food.

(h) Travel on a Free Day

Whenever the EMPLOYER requires that the ARTIST travel on a Free

Day, and such call will be for not less than two (2) hours, and the ARTIST shall be paid at the Artist's category minimum weekly compensation divided by thirty, times two and one-half payable in one half hour increments.

(i) Travel between Midnight and 8:00 A.M.

Whenever transportation is scheduled to commence or to conclude between the hours of midnight and 8:00 A.M., the ARTIST shall receive additional compensation of the hourly penalty rate for each half hour or fraction thereof traveled. In addition to any overtime incurred while traveling after midnight, there must be an eight (8) hour rest period for sleeping, after arrival at destination, prior to any next call. EMPLOYER shall make best efforts in not scheduling transportation between the hours of midnight and 9:00 A.M. on the morning following an evening performance.

AGMA agrees that it shall waive the provisions of this sub-paragraph provided that the EMPLOYER submits to AGMA, two (2) weeks prior to any contemplated travel during the hours circumscribed in the above paragraph, a schedule of public transportation which proves that there is no available transport which leaving after 8:00 A.M. or arriving before midnight would fulfill all the customary conditions of travel by the EMPLOYER.

(j) Method of Transportation

Where railroad, boat, bus, car and/or airplane transportation is used, the special provisions set forth under Paragraphs 34, 35, 36 and 37 respectively shall be applicable.

(k) Travel Overtime Rates - The term Travel Overtime shall apply to those instances where the hourly rate of payment is the ARTIST's category minimum weekly compensation divided by thirty payable in one-half (1/2) hour increments.

(l) Theater Cases, see Paragraph 39(h)and (i)

(m) An international travel overtime waiver will not be unreasonably denied.

34. RAILROAD TRAVEL, CONDITIONS OF

(a) Pullman Berth to be provided - In the event that such railroad transportation or any part thereof shall take place between the hours of midnight and 8:00 A.M., the EMPLOYER shall provide an individual Pullman lower berth for the ARTISTS. Where the circumstances set forth in the preceding sentence do not

occur, then the ARTIST shall receive the difference in money between the fare actually paid by the EMPLOYER for the ARTIST and the cost of such individual Pullman sleeping lower berth.

(b) Coach Seats - The EMPLOYER shall make every effort to assure each ARTIST regular seating facilities in any train where such transportation is by coach service.

35. BOAT TRAVEL, CONDITIONS OF

Where transportation can only be provided for by boat, the accommodations for the ARTIST shall be what is commonly termed "Tourist" passage or better. In the event that any boat does not have "Tourist" passage, the accommodations shall be such passage as is comparable to what is commonly termed "Tourist" passage or better.

36. BUS TRAVEL, CONDITIONS OF

(a) Proof of Insurance - The EMPLOYER agrees to submit proof to AGMA, in writing, that the carrier company carries liability insurance of a minimum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for each ARTIST engaging in travel. Proof of such insurance will be posted on the company bulletin board two (2) weeks prior to the commencement of any travel by bus.

(b) Bus Standard - The EMPLOYER agrees that transportation by bus shall be by first-class bus, with heating and ventilating facilities in working order and with toilet facility when trip is scheduled to exceed one (1) hour. In the event that the bus used to commence a tour requires replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities, ventilation and heating facilities as in the initial bus. Such replacement shall take place within no more than three (3) days from the date of the occurrence of the emergency. Where such replacement does not take place within the time specified above, the ARTISTS shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above, but is not up to the standards of the initial bus, the EMPLOYER shall have no more than three (3) days from the date of arrival to obtain another replacement. Where such second (2nd) replacement does not arrive within the time specified above, or it is not up to the standards of the initial bus, the ARTISTS shall have the right to refuse to travel by bus. The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time is due to mechanical failure over which the EMPLOYER has no control.

(c) Lunch Stop and Rest Stops - The EMPLOYER agrees that where an ARTIST is required to travel by means of bus, the ARTIST will have a lunch stop of one (1) hour after approximately four (4) hours of travel and a rest stop of twenty (20) minutes after each period of approximately two (2) hours of travel.

(d) EMPLOYER shall provide at least one (1) non-smoking bus. If the EMPLOYER chooses to use only one (1) bus, that bus shall be non-smoking.

(e) Should the ARTISTS not receive a full hour lunch stop, ARTISTS shall be compensated at the travel overtime rate.

37. AIRPLANE TRAVEL, CONDITIONS OF

(a) In the event the EMPLOYER chooses to transport the ARTISTS by airplane, AGMA will approve flights upon regularly scheduled airlines which are FAA approved.

(b) Under any circumstances, the EMPLOYER agrees that the written consent of each ARTIST shall be obtained for the use of airplane travel within the Standard Artist's Contract for Employment between the EMPLOYER and the ARTIST.

(c) The EMPLOYER agrees to purchase insurance on the life of each ARTIST during said airplane travel, having a value of no less than FIFTY THOUSAND (\$50,000.00) DOLLARS, which may be purchased personally by each ARTIST if EMPLOYER pays cost of premium directly to each ARTIST. When the EMPLOYER purchases the flight insurance, he will provide beneficiary cards at the beginning of each season.

(d) Air travel shall be timed from the time of baggage call until arrival at destination hotel and is to include all waiting time at terminals as well as limousine transit time at both ends of the flight and the same applies returning to city of origination and including all delays at terminals, limousine transport, etc. Baggage call may be prior to 8:00 AM without penalty.

The EMPLOYER will not be responsible for payment of the overtime travel penalty contained in this paragraph if the excess travel time was due to inclement weather, mechanical failure, or delay in departure or landing of the aircraft over which the EMPLOYER has no control.

(e) The EMPLOYER agrees that in all cases where it is necessary for ARTISTS to travel between airport terminals and airports, the EMPLOYER will arrange for and pay for the transportation of the ARTIST between city, airport terminals and airports.

(f) Should departure by airplane be delayed due to any conditions, adequate accommodations shall be provided for all ARTISTS including hotel rooms between 12:01 A.M. and 8:00 A.M. in convenient nearby hotel(s) where the entire company can be assembled for the flight simultaneously.

(g) When a flight is chartered by the EMPLOYER, the make-up kits and practice clothes will, whenever possible, be carried on the same plane as the ARTISTS. Scenery and other equipment will not be carried in the passenger section of the plane if it is of a nature and size that will cause discomfort to or endanger the ARTISTS.

(h) Between arrival and the next scheduled rehearsal there shall be a full three (3) hour rest period, however, in the last sixty (60) minutes class may take place. The time off will be counted from the time of arrival at hotel. If the ARTIST is called upon to perform any services for the EMPLOYER during the established rest period following flight, the ARTIST shall be paid at one-half (1/2) the hourly penalty rate for each half-hour (1/2) or part thereof that the rest period is violated.

(i) ARTISTS required to travel, rehearse and/or perform more than ten (10) hours in one (1) day shall be compensated at the travel overtime rate in one-half (1/2) hour segments. ARTISTS required to rehearse or perform after the 8th hour of required service on a travel day shall be compensated at the overtime rate.

(j) The foregoing notwithstanding for air travel from continental United States to a destination outside of North America and return, there shall be no travel overtime as long as the route from point of departure to point of arrival is the most direct route at the time of booking.

38. PERFORMANCE AND REHEARSAL CONDITIONS

The EMPLOYER agrees to take all responsible steps in an effort to obtain the following performance and rehearsal conditions:

(a) Prior to the commencement of rehearsals and performances, all stage and rehearsal spaces must be inspected by the Stage Manager and the AGMA Delegate. These spaces must be mutually approved and not deemed dangerous by the AGMA delegate and EMPLOYER representative.

(b) EMPLOYER will make best efforts to maintain the temperature at 68° and no ARTIST shall be required to rehearse or perform when the temperature drops below 65 degrees (Fahrenheit) or exceeds 90 degrees (Fahrenheit) in the place of rehearsal or performance, or below 18.3 Celsius or above 32.2 Celsius. This guideline shall apply to changing room, fitting rooms, photographer studios and other locations in which the ARTIST must work.

(c) The EMPLOYER agrees to make sufficient and adequate dressing spaces available to the ARTISTS.

(d) The EMPLOYER agrees to compile a listing of doctors (suitable for treating the types of strain-injury usually sustained by dancers) in each city and town in which the company is scheduled to perform. The list of the doctors' names

shall be listed on the tour schedule plus all other necessary information (e.g. banks).

(e) If AGMA receives complaints that the home theaters have not met the health and safety standards set forth in the Basic Agreement, the EMPLOYER will give evidence to AGMA in writing that steps have been taken to eliminate the theater's inadequacies.

(f) Crossovers must be sufficiently lighted and uncluttered so as to prevent accidents and facilitate quick crossovers.

(g) Rehearsal, dressing room and performance facilities:

(1) In each theater where the ARTISTS shall perform there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities backstage for both men and women.

(2) All rehearsal and dressing rooms shall be thoroughly cleaned.

(3) If hot water and shower facilities are not available, body make-up will not be required; however, if EMPLOYER deems body make-up necessary, ARTIST shall be compensated by EMPLOYER Ten (\$10.00) Dollars for each dress rehearsal and each performance.

(4) The EMPLOYER agrees to provide piano accompaniment for all classes and scheduled rehearsals whenever possible.

(5) The EMPLOYER agrees to provide on tour sufficient barres for stage and for every warm-up.

(6) During half (1/2) hour prior to curtain going up, the stage or adjacent space will be free for use by the ARTISTS whenever possible.

(h) Employer will with best efforts provide warm-up space including proper floor and barres during all performances if no additional costs are incurred.

39. COSTUMES, WIGS, SHOES AND MAKE-UP

(a) The EMPLOYER agrees to supply the ARTIST with all costumes, wigs, hair coloring, shoes, dyed or sprayed shoes, body make-up, and any special make-up and accessories for character roles, and all costume accessories (e.g., jewelry, fans, and so forth) prior to performances and rehearsals where required.

(b) One week prior to the first week of employment, the ARTIST shall receive one (1) pair of pointe shoes, one (1) pair slippers and additional pairs of pointe shoes and slippers as needed thereafter.

(c) During the first week of employment, the ARTISTS (male and female) shall receive three (3) new pairs of tights (for females all tights will be light color and for males two pairs shall be dark and one pair shall be light) and additional pairs of tights as needed thereafter, for performance only. All female ARTISTS shall be provided with dance trunks and G-strings, and all male ARTISTS with dance belts of their choice at the beginning of the first week of employment. If EMPLOYER requests ARTIST to purchase his/her own items, EMPLOYER shall reimburse a monetary equivalent.

(d) Each ARTIST shall be outfitted with one (1) new pair of black, soft-soled shoes and one (1) new pair of white, soft-soled shoes as required for performances, and prior to such rehearsals and performances.

(e) All replacement of black and/or white soft-soled shoes for ARTISTS previously in the employ of the EMPLOYER shall be with new shoes as required for performances, and prior to such rehearsals and performances.

(f) All other character shoes provided to the ARTISTS by the EMPLOYER shall be comfortable shoes. All character shoes and boots shall be properly repaired and reasonably fitted before any use, and ARTIST shall be expected to go to fittings for that purpose. All character shoes and dyed or sprayed shoes shall be available to the ARTISTS not later than forty-eight (48) hours in advance of the final rehearsal or forty-eight (48) hours in advance of the performance, if they are a replacement pair of shoes.

(g) The EMPLOYER agrees that while on tour it will carry the ARTIST's make-up and practice clothes from point to point. The EMPLOYER shall distribute the ARTIST's make-up and practice clothes to the make-up tables no later than one (1) hour prior to performance time. All ARTISTS' costumes will be distributed in dressing rooms both on tour or in city of origination no later than by half-hour call, and a wardrobe person will collect each ARTIST's costumes after the performance and return the costumes to be packed and stored. ARTISTS shall not be required to distribute or pack their own costumes at any time. Theater cases shall be delivered to the theater not later than one (1) hour prior to the first call of the day. ARTISTS may be required to carry one (1) set of practice clothes in personal wardrobe in certain instances. Management shall pay any costs incurred when theater cases must be carried on the plane with the ARTISTS, and shall not be counted toward the ARTIST's individual luggage allotment.

(h) Employer shall arrange for full-time storage of theater cases which will be made available to Dancers on a reasonable basis.

(i) The EMPLOYER will use its best efforts to ensure that theater cases are available to ARTISTS prior to all performances including performances on tours. To the extent that the foregoing is not possible or financially impracticable in

relation to touring, EMPLOYER will provide a group travel case which will travel to and from the tour location and be available in time for dress rehearsals, with the ARTISTS' essential items from the individual ARTISTS' travel cases.

(j) The EMPLOYER agrees ARTIST's costumes will be cleaned at the beginning of each season and after fifteen (15) wearings of each costume thereafter. The EMPLOYER agrees to launder all washable performance items (e.g. tights, trunks, dance belts, unitards, etc.) after each performance. The EMPLOYER agrees to furnish two (2) T-shirts to all male ARTISTS to wear under costumes. ARTISTS will never be required to wear unlaundered tights and washable performance items of another ARTIST under any circumstances. Washable attached trunks of costume shall be laundered/hand-washed after each wearing when costume is shared. Dry-cleanable costumes shall be spot-cleaned in the groin/crotch and arm-pit areas after each wearing when costume is shared.

(k) The EMPLOYER shall supply each ARTIST with wigs, beards, hair pieces and/or costume jewelry that is required by the EMPLOYER to be worn by the ARTIST in any dance piece as well as socks necessitated by the costumes, which are to be distributed no later than one-half (1/2) hour prior to the performance.

(l) ARTIST, upon signing a Standard Artist's Contract for Employment, agrees to submit to EMPLOYER in writing their requirement for ballet shoes, including size, brand and special order, and EMPLOYER agrees to place a requested order. ARTIST may change shoe order by resubmitting a written request to the EMPLOYER. However, ARTIST must first use up all shoes from the previous order before using shoes from the new order. All incorrect shoe orders will be returned to manufacturer.

(m) In the event an ARTIST is requested to utilize his/her own wardrobe (i.e. street clothes, not dance clothes) for rehearsals and performances, EMPLOYER agrees to compensate each ARTIST \$10.00 per rehearsal and per performance in addition to any liability for damaged garments.

(n) Character skirts and practice tutus will be provided by the EMPLOYER for rehearsals as needed by the ARTIST. When actual costume is not available, EMPLOYER will provide comparable attire when requested by the ARTIST.

40. COSTUME FITTINGS

(a) EMPLOYER is hereby granted uncompensated time for costume fittings as follows:

30 minutes for any dance piece, but no more than four (4) times per year per ARTIST which may be counted in fifteen (15) minute increments. Fittings may only occur during work span. Should there be any infringement on the 4th, or

more consecutive hour, the ARTIST shall be compensated at the prevailing rate. [See Paragraph 28(b)].

An ARTIST may be called from a rehearsal for a costume fitting of fifteen (15) minutes and shall return to said rehearsal when said fitting is completed, as long as said rehearsal is scheduled for a period of forty-five (45) minutes or more.

(b) The EMPLOYER agrees that any additional hours or fraction thereof spent by the ARTIST for costume fittings above those provided for in the preceding subparagraph shall be considered rehearsal time and compensated as provided in Paragraph 24(b) or Paragraph 24(f) of the Agreement. Costume fittings may be called, counted and compensated for in fifteen (15) minute increments.

(c) If the ARTIST is called for costume fittings on the ARTIST's free day the ARTIST shall be compensated at the ARTIST's category minimum weekly compensation divided by thirty, times two and one-half with a two (2) hour minimum payable in one half hour increments.

(d) No costume fitting shall be permitted on a two (2) performance day, unless the ARTIST is compensated at the penalty rate with a one (1) hour minimum call guaranteed.

41. PUBLICITY

While ARTISTS are under contract all publicity is controlled by the EMPLOYER. ARTISTS shall cooperate by providing publicity information to the EMPLOYER. ARTISTS shall not communicate with the media about work related subject matter without coordinating with the EMPLOYER.

42. PHOTOGRAPHY

(a) No photo calls shall be permitted on a two (2) performance day, unless the ARTIST is compensated at the penalty rate with a one (1) hour minimum call guaranteed.

(b) The EMPLOYER agrees that if it shall require any ARTIST to pose for photographs of regular dance pieces for the purpose of publicizing and advertising performances of the EMPLOYER, that ARTIST shall receive at least twenty-four (24) hours notice of such photographing, and such photography or waiting time shall be compensated for at the appropriate rehearsal rates.

(c) If the ARTIST is required to pose for photographs on the ARTIST's free day, such call will be paid for at the ARTIST's category minimum weekly compensation divided by thirty, times two and one-half with a two (2) hour minimum payable in one half hour increments.

(d) Individual pictures used in souvenir booklets shall be mutually acceptable to the ARTIST and the EMPLOYER. ARTISTS' names shall appear along with all solo and duo photos on EMPLOYER brochures and publicity materials.

(e) All photos which are used for publicity purposes in any document which is solely under the EMPLOYER'S control which have two (2) ARTISTS or less must be approved by the ARTISTS involved and shall carry the line: "Union (American Guild of Musical Artists) regulations require that this photo must be accompanied with the following credit line: Please credit Dancer-(Dancers' names)". If ARTISTS fail to show-up upon request to approve photographs, EMPLOYER shall consider said photographs approved without the consent of the ARTIST. If violated ARTIST shall receive Fifty (\$50.00) Dollars.

(f) Photographs or other reproducible likenesses of ARTISTS paid for by the EMPLOYER may be used on promotional items offered for sale to the public which promote the name of the EMPLOYER, the name of the ARTIST or the art form of dance. Such items or likenesses may not be licensed to third parties without written consent of ARTISTS.

(g) All ARTISTS shall have the right of approval of individual photographs of themselves (and any accompanying biographical sketch) used by the EMPLOYER in the EMPLOYER'S souvenir program.

(h) It is agreed that photographing, including waiting time, make-up time and travel incidental thereto, will be counted as rehearsal time and, if applicable, the appropriate overtime rate shall be paid to the ARTISTS. Less than two (2) hour break between photo calls shall be counted as waiting time. Photo make-up time shall be counted as a minimum of thirty (30) minutes.

(i) Unless ARTISTS are notified on official company call board pertaining to "official photographers", under no circumstances will photographers be permitted on stage, in the wings or any corridors leading to the stage. This prohibition shall apply in all theaters where the ARTISTS perform.

(j) The EMPLOYER agrees to use the form hereinafter referred to as Exhibit "1" in order to protect the rights of the ARTISTS and the EMPLOYER.

(k) The EMPLOYER agrees to enter into an agreement with photographers regarding the taking of photographs of ARTISTS with the intent of protecting the rights of the EMPLOYER and the ARTISTS.

43. STAGE MANAGERS

Notwithstanding anything to the contrary contained in this Agreement, the

sole and exclusive terms and conditions governing Stage Managers and Assistant Stage Managers shall be as stated in this paragraph 43 and in paragraphs 1, 2, 3, 4, 5, 6(a)(b)(c)(e)(i), 7, 8, 9, 10, 11, 12, 13, 14, 15, 16(e)(1), 17(a)(3) and (4), 22(b)(c)(f), 27, 28(h), 31, 32, 33, 34, 35, 36, 37, 43, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 68, 71, 72, and 73 hereof.

(a) The EMPLOYER agrees to engage at least one (1) Stage Manager if the dance company consists of ten (10) or more dancers.

(b) Whenever a Stage Manager or an Assistant Stage Manager misses a company Free Day and is required to work or travel, he/she shall receive a compensatory Free Day scheduled within the succeeding or preceding two (2) week period of employment, except Thanksgiving, Christmas, New Year's Day and Martin Luther King Day which shall have the extra Free Day scheduled within the succeeding or preceding four (4) week period of employment.

(c) Stage Managers shall be compensated not less than one thousand thirty (\$1030.00) dollars as of 7/1/00; one thousand ninety dollars (\$1090.00) as of 7/1/01; one thousand one hundred fifty dollars (\$1150.00) as of 7/1/02; and one thousand two hundred dollars (\$1200.00) as of 7/1/03 per week.

Assistant Stage Managers shall receive not less than seven hundred ninety-four dollars (\$794) as of 7/1/00; eight hundred thirty-four dollars (\$834.00) as of 7/1/01; eight hundred seventy-five dollars (\$875.00) as of 7/1/02; and nine hundred twenty dollars (\$920.00) as of 7/1/03 per week.

If the Stage Manager or Assistant Stage Manager is required to appear outside the City of Origination, the EMPLOYER will provide the ARTIST with a hotel room explained under paragraph 17(a)(3) of this Agreement, plus meal money allowance as provided in Paragraph 17(a)(4) of this Agreement.

(d) Stage Managers and Assistants shall have the same legal holidays as the ARTISTS.

(e) Stage Managers and their Assistants shall be employed upon AGMA contracts and receive all Retirement and Health benefits in the Basic Agreement.

(f) Stage Managers shall be engaged at least one (1) week prior to the opening of a season, and Assistant Stage Managers shall be engaged at least three (3) days prior to the opening of a season on a pro-rata basis.

(g) Stage Managers called to emergency rehearsals will be compensated at the hourly overtime rate for ARTISTS.

44. SINGERS AND NARRATORS

All Solo Singers, Narrators and Chorus Singers must be employed upon AGMA employment contracts at not less than the prevailing applicable AGMA wage rates in the geographic area where the performances are presented. EMPLOYER will notify AGMA of its intent to engage such ARTISTS and negotiate all other terms and conditions of employment.

45. SOCIAL SECURITY, WORKER'S COMPENSATION INSURANCE
AND UNEMPLOYMENT INSURANCE

(a) The EMPLOYER must carry at its expense adequate Worker's Compensation Insurance, securing to all of the ARTISTS, wherever they may work for the EMPLOYER, compensation for disability or death from injury arising out of and in the course of their employment without regard to fault as a cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured ARTIST while on duty, or by willful intention of the injured ARTIST to bring about the injury or death to himself or another. At any time during an ARTIST's period of employment with EMPLOYER other than a lay-off period, ARTIST shall not perform any engagement outside his/her Standard Artist's Contract for Employment with EMPLOYER without first entering into a release agreement with EMPLOYER, and without first signing a worker's compensation acknowledgment, which shall both be substantially in the forms set forth in Exhibit 3.

During any period in which ARTIST is on lay-off, ARTIST shall not perform any engagement outside his/her Standard Artist's Contract for Employment with EMPLOYER without first signing a worker's compensation acknowledgment, which shall be substantially in the form set forth in Exhibit 3.

(b) The EMPLOYER agrees to obtain coverage for all ARTISTS employed hereunder as permitted under the laws of the State of Texas.

(c) The EMPLOYER agrees to elect to continue to cover all ARTISTS herein under the Social Security laws of the United States and to execute and file the necessary forms required to obtain such coverage and, thereafter, as required by the laws, to make the proper contributions under the terms of the laws.

(d) The contribution made by the EMPLOYER for Unemployment Insurance or Social Security tax purposes shall be based upon the compensation provided for in the Standard Artist's Contract for Employment or the actual gross compensation paid to the ARTIST, whichever shall be greater. No reference shall be made to amounts declared as exempt for Federal Income Tax Withholding purpose in determining what constitutes gross compensation for purposes of Unemployment Insurance and Social Security.

(e) The EMPLOYER shall disclose to AGMA evidence of the

EMPLOYER'S compliance with the provisions of this paragraph.

46. AGMA RETIREMENT AND HEALTH (MEDICAL COVERAGE) FUNDS

(a) Retirement

EMPLOYER agrees, to make the Retirement contribution to an alternate tax-sheltered annuity program at the request of the ARTISTS. Further, EMPLOYER will bear the costs of set-up and administration of the alternate tax-sheltered annuity program.

The EMPLOYER hereby agrees to contribute to the Retirement Fund the following percents of actual weekly gross compensation as provided in this Basic Agreement for each ARTIST working under this Agreement effective July 1, 2000:

7/1/2000	7/1/01	7/1/02	7/1/03
4.5%	4.5%	5.0%	5.0%

(b) Health (Medical Coverage)

The EMPLOYER acknowledges the existence of the AGMA Health Fund A and agrees to execute all documents relating to the EMPLOYER'S obligation under this Fund. Notwithstanding what is otherwise stated in Paragraphs 47(c), (d) and (e) should an eligible ARTIST elect coverage under a plan other than the AGMA Health Fund A, the EMPLOYER shall be responsible to contribute to the cost of the selected plan in an amount not to exceed the monthly contribution to the AGMA Health Fund A for the individual coverage and the EMPLOYER shall not make a contribution to the AGMA Health Fund A for that ARTIST. In the event the EMPLOYER has, after investigation, established the availability of a local "Health Plan" that EMPLOYER believes to be comparable or superior to the Plan made available by the AGMA Health Fund A, AGMA will meet with the Employer when invited, to consider adoption of the said available "Health Plan" in place of the Plan of the AGMA Health Fund A.

(c) EMPLOYER Contribution

(1) The term "AGMA Health Fund Plan A" shall describe AGMA Health Fund Plan A.

(2) The EMPLOYER hereby agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A the full actual yearly cost of for each ARTIST employed on a yearly guaranteed contract. The EMPLOYER will not contribute to the AGMA Health Fund A for ARTISTS whose actual yearly employment by the EMPLOYER, starting with September 1st of any year is less than four (4) weeks.

(3) The EMPLOYER hereby agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A the full monthly cost for each ARTIST employed on a yearly weekly employment contract. If an ARTIST has been employed for not less than four (4) weeks beginning August 1 in any year and if an ARTIST is employed for not less than one (1) week in any calendar month, the ARTIST shall be guaranteed full medical insurance coverage for the entire month.

(4) The premium payments shall be paid to the AGMA Health Plan A, Account #1, no later than the fifteenth (15th) day of each month. Delinquent payments to AGMA Health Fund Plan A will be subject to a penalty of an additional two percent (2%) above the Prime Lending Rate of the bank of the health Funds, prorated daily.

(5) The EMPLOYER shall contribute twelve (12) months of medical insurance premiums for each Artist who is engaged for twenty (20) weeks or more, commencing with the first month of weekly or annually guaranteed employment. However, if an Artist is released by his or her own written request, or if the Artist's contract is terminated for just cause, medical insurance premiums will only continue for two (2) months after the Artist's termination of employment.

(d) Family Coverage

The EMPLOYER agrees that he will deduct the cost of Family Coverage from the compensation of any ARTIST described in subparagraph (c) above, who chooses to elect such additional dependent coverage. The EMPLOYER agrees to remit this payment to the AGMA Health Fund A along with the required EMPLOYER contributions on a monthly basis.

(e) In those instances where the EMPLOYER engages the ARTISTS on a guaranteed employment basis as defined herein, the EMPLOYER will contribute to the AGMA Health Fund A and the AGMA Retirement Fund as follows:

(1) During employment weeks, the EMPLOYER will contribute as provided in subparagraph 46(a) and (c) above.

(2) During lay-off weeks within the guaranteed employment period, the EMPLOYER will contribute to the Health Fund A in monthly installments the full actual costs of coverage for the ARTISTS engaged on a guaranteed employment basis.

47. SICK LEAVE

(a) The EMPLOYER agrees that if the ARTIST has at least one (1) year's seniority, as set forth in subparagraph 17(b)(2) of this Basic Agreement, the ARTIST shall be entitled to sick leave (whether separate or partly or wholly

continuous) with full pay for not less than twenty-eight (28) days during any twelve (12) month period. ARTISTS who have not established such seniority will receive sick leave with full pay for one (1) week or two (2) weeks after ten (10) weeks or twenty (20) weeks of continuous or discontinuous employment on a weekly basis respectively.

Five (5) sick leave days may be used for personal reasons annually in accordance with to the following: (a) During non-performance and tech rehearsal weeks, a written request is made thirty (30) days in advance of the first day off requested. EMPLOYER shall not unreasonably deny such request. In the event the request is rejected ARTIST will receive expedited arbitration if requested by AGMA. (b) During performance and tech rehearsal weeks, use of personal days is subject to the approval by the EMPLOYER.

Five (5) unused sick leave days may be carried over from one contract year to the next with no other accumulation from year to year.

The formula shall be as follows:

Length of Service with the Company	Paid Sick Time Available Each Season
Less than 10 weeks	No paid time off
10 weeks, but less than 20 weeks	7 ARTIST working days
20 weeks, but less than 1 year	14 ARTIST working days
1 year or more	28 ARTIST working days

Provided, however, that ARTISTS employed less than a full year shall be entitled to take up to the maximum 28 ARTIST working days of paid sick leave if their absence is caused by a work-related illness or injury.

(b) In the event that the said ARTIST shall fail to appear for rehearsals or performances for a continuous period of twenty-eight (28) ARTIST working days owing to illness or injury (as to which the EMPLOYER may have an examination by a doctor designated and paid by it), whether or not the same be caused by, or suffered in the course of, the ARTIST's employment the EMPLOYER shall have the right, at its election, either (i) to terminate the employment of the ARTIST by giving written notice of such termination to the ARTIST, provided that the ARTIST shall be paid his full compensation for the said continuous period of twenty-eight (28) ARTIST working days (plus return transportation to the city of origination) whether or not the ARTIST has theretofore received twenty-eight (28) ARTIST working days of sick leave with full pay, or any part thereof, prior to said continuous period of twenty-eight (28) ARTIST working days, or (ii) consider the ARTIST on leave without pay during such illness or suffering from injury, provided the twenty-eight

(28) ARTIST working days payments provided for in (i) hereof are made, in which event this Agreement shall remain in full force and effect in all other respects.

(c) Notwithstanding any provision contained in this Paragraph 47, the EMPLOYER agrees that where the cause of the ARTIST's absence is any injury or illness received during the course of any performance or rehearsal, he shall be entitled to sick leave (whether separate, or partly or wholly continuous) with full pay for not less than twenty-eight (28) ARTIST working days during the term of this Contract, inclusive of the twenty-eight (28) ARTIST working days provided under sub-paragraph 47(b) above.

(d) Notwithstanding anything to the contrary, in the event ARTIST receives time-loss benefits under the applicable worker's compensation, disability and/or unemployment compensation laws simultaneously with the receipt of sick leave pay as provided herein, then EMPLOYER will pay only the difference between the benefits received and the sick leave pay specified herein. It shall be the individual ARTIST's decision as to when to apply for either worker's compensation or sick leave.

(e) The EMPLOYER may demand a certificate of a doctor as to the illness of the ARTIST and an examination by a doctor designated and paid by the EMPLOYER as a condition precedent to sick-leave pay under sub-paragraphs (a), (b) and (c) of this paragraph.

(f) Upon application to the EMPLOYER, a female ARTIST shall be excused for up to one (1) full day during her menstrual period, which day shall be other than the free day of the ARTIST and shall be in addition thereto, and shall not be deemed sick leave, but shall be entirely separate and apart from, and in addition to the sick leave provided above.

(g) The EMPLOYER will not raise any provision of this paragraph as a defense to or to reduce recovery for any claim ARTIST may have under any worker's compensation law or for negligence.

(h) If an ARTIST is physically unable to perform as required by the Standard Artist's Contract for Employment, the ARTIST should request a medical leave of absence from the EMPLOYER.

(i) Extended Sick Pay - For all non-work related injuries and all illnesses, each ARTIST shall receive the sick pay as provided for in subparagraph 47(a)(1) above followed by a 2-week waiting period, thereafter EMPLOYER shall pay the ARTIST \$250 per week each week the company is working for a period totaling fifty-two (52) weeks.

(j) Where the inability to perform is a result of pregnancy or child birth, the ARTIST shall be entitled to an unpaid leave of absence. ARTIST shall

resume work without loss of seniority with Company not later than four (4) months after child birth. In addition, the EMPLOYER will continue Health Fund contributions for such ARTIST during the leave of absence. The ARTIST shall also receive the paid sick time in accordance with the formula provided in subparagraph 47(a)(1) and then the Extended Sick Pay provided in subparagraph 47(i).

48. FORCE MAJEURE

This Agreement and every contract entered into between the EMPLOYER and any ARTIST shall be deemed to contain the following provisions:

"It is agreed that if by reason of fire, accident, strike or collective refusal to work by members of any union employed by the Dance Company, riot, Act of God, epidemic, war, the public enemy, or for any other cause of the same general class, the EMPLOYER is unable to conduct, or shall find itself compelled to cancel its scheduled rehearsals or performances of any of them (the foregoing being referred to as a "condition of force majeure"), the EMPLOYER may notify the ARTIST thereof, in writing, and thereafter the ARTIST (whether engaged on a weekly or per performance basis) shall not be entitled to compensation during the period of said condition of force majeure. Should such a condition of force majeure continue for a period of ten (10) days or more after such notice to the ARTIST, either party may during said period of continuance terminate this contract. The foregoing shall apply to any CONTRACT, whether or not ARTIST's services thereunder have commenced at the time of the condition of force majeure. In the event of such termination, the EMPLOYER will pay for all services rendered prior to the aforesaid condition of force majeure and transportation back to the city of origination. Whether or not the Standard Artist's Contract for Employment is terminated by either party, the EMPLOYER shall pay to the ARTIST Eighty Dollars (\$80.00) for any day for which the ARTIST is employed outside the City of Origin and did not receive his individual contractual compensation, but for not more than the period of ten (10) days as set forth above."

49. FILMING, BROADCASTING, TELEVISION, ETC.

Except as provided herein the EMPLOYER shall not videotape, film, broadcast, record or televise, including marketing of videocassettes and/or in theater closed circuit television, any performances, rehearsals, concerts or engagements in which the ARTIST appears by wire, wireless, radio, telephone wireless process or any motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed or any combination of such devices; AGMA, however shall consider the request of the EMPLOYER for a waiver of the foregoing provision, and the granting of such waiver shall not be unreasonably withheld. EMPLOYER agrees to notify ARTIST as soon as such waiver is granted by AGMA. Any and all films/videotapes made under this paragraph may not be used for commercial

purposes, theatrical exhibition or any purpose other than specifically provided for herein, unless a waiver allowing such use is granted by AGMA, and in the event EMPLOYER violates this provision the ARTISTS shall be compensated at no less than the applicable SAG/AFTRA rates and conditions. Nothing herein shall operate to relieve the EMPLOYER of ultimate responsibility for the safe keeping of the tapes or films and for the proper use thereof as provided in this Agreement except as provided for in (a)(iv) below.

The foregoing notwithstanding, AGMA agrees that the EMPLOYER may:

(a) Make archival/study films under the following conditions:

(i) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping of in-studio rehearsals.

(ii) When recording is done during a rehearsal or performance, no additional compensation will be paid to the ARTIST(S) except when overtime or other penalties are payable under provisions of the Agreement.

(iii) Study films may be used exclusively for the purpose of recreating, restaging, restudying and recording choreography, and are to be used strictly as a record by the EMPLOYER and the choreographer or his/her authorized stager only. ARTISTS' requests to review archival tapes shall not be unreasonably denied.

(iv) EMPLOYER shall make available to ARTIST through a twenty-four (24) hour take-home check-in/out library system copies of performance and rehearsal videotapes. ARTIST shall use these videotapes for private study and rehearsal purposes only. ARTIST shall not make any copies of said tapes nor cause nor allow copies of said tapes to be made. ARTISTS shall indemnify and hold EMPLOYER harmless for EMPLOYER all damages caused by ARTIST which EMPLOYER may incur from any unauthorized use by the ARTIST of said videotape while, or as a result of, said tape is or has been in the possession of ARTIST.

(b) Cause or allow a television news crew to film or tape a portion of a rehearsal or a performance for television news release under the following conditions:

(i) With the exception of "hard news", the ARTIST's prior written consent must be filed at the AGMA office one (1) week prior to any filming or taping and such consent shall not be unreasonably withheld.

(ii) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping.

(iii) News media video tapes may be created and broadcast on

news programs, including magazine-type and entertainment programs, news documentaries and the like, provided that the total air time does not exceed fifteen (15) minutes and no ballet is broadcast in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny, a waiver of the foregoing provisions for specific projects. EMPLOYER may use copies of such videotapes for promotional purposes.

(iv) Except as provided for in Paragraph 17 of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

(c) Create, distribute, play and broadcast or allow the creation, distribution, playing and/or broadcast of videotapes promoting the EMPLOYER and the EMPLOYER'S performances under the following conditions:

(i) The performer's prior written consent must be filed at the AGMA office one (1) week prior to any filming or taping and such consent shall not be unreasonably withheld.

(ii) At least twenty-four (24) hours' advance written notice must be given to the ARTISTS prior to actual filming/taping.

(iii) Videotaping for promotional tapes may take place during a regular rehearsal, performance or a call specifically for the purposes of such taping. All time involved in such taping shall be considered "called time" and the provisions of this Agreement relative to rehearsal/performance conditions, hours available and rest breaks shall apply.

(iv) Promotional videotapes may be distributed, played and broadcast without restriction providing the total airtime for any one ARTIST does not exceed ninety (90) seconds and no ballet is shown in its entirety. The EMPLOYER may request and AGMA will not unreasonably withhold or deny a waiver of the foregoing provision for specific projects.

(v) Except as provided for in Paragraph 17 of this Agreement (for overtime/premium situations defined elsewhere in this Agreement) no premium payments for the ARTISTS shall be required provided no premium payments are made to any other personnel employed by the EMPLOYER during the production of this videotape.

(d) Transmit, or allow to be transmitted, the performance in real time via closed circuit television only to various locations in the theater where the performance is occurring for purposes such as allowing "latecomers" to view the performance until they can be seated and for cuing. (See first unlettered paragraph in

this Paragraph 49).

50. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the Basic Agreement and shall, subject to the approval of AGMA which approval shall not be unreasonably withheld, be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer or the like shall succeed to or be entitled to a substantial part of the business of any signatory, and the EMPLOYER agrees that its signature to this Agreement shall likewise bind any and all subsidiary or affiliated companies engaged in the production or management of Opera, Concerts, Concert Revues, Dance, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

51. ARBITRATION OF STANDARD ARTISTS' AGREEMENT

Every contract entered into between the EMPLOYER and any ARTIST during the term of this Agreement shall be deemed to contain the following provision:

"In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any sections of this Agreement, either party may file a written grievance within fourteen (14) calendar days after the date on which the aggrieved party may be reasonably presumed to have knowledge or notice of the event or occurrence giving rise to the dispute. A grievance by the Union or a member of the Union must be addressed in writing to the EMPLOYER'S Company Manager or appropriate management representative(s). Within fourteen (14) calendar days of the filing of the grievance, the Company Manager and/or appropriate management representative(s) shall meet with the designated union representative(s) or local dancers' committee in an attempt to resolve the grievance. Within fourteen (14) calendar days after the grievance meeting, the responding party will deliver to the grieving party its written response to the meeting. If the dispute is not resolved by said written response, either party may give written notification no later than thirty (30) calendar days thereafter of its intent to arbitrate before an impartial arbitrator selected under the rules and procedures of the American Arbitration Association ("AAA"). An arbitration shall be held under the Voluntary Rules of Labor Arbitration of the AAA on a date agreed to by the parties at a mutually acceptable location. The sole function of the arbitrator shall be to interpret the express provisions of the Agreement and apply them to the facts of the dispute or grievance. The arbitrator shall have no power to change, amend, modify add to or otherwise alter this Agreement. The time limitations expressed in this procedure shall be strictly enforced. The fees of the arbitrator shall be shared equally by the parties. Notwithstanding the previous sentence, if the arbitrator finds, after notice to the parties, that the demand for arbitration or a party's position in the arbitration is either not well grounded in fact, or not warranted by existing law or by a good faith argument for the extension, modification or reversal of existing law, or interposed

for any improper purpose such as to harass or to cause unnecessary delay or expense, then the arbitrator may, as a sanction, require that party to pay all or part of the other party's cost of the arbitration, including a reasonable attorney's fee."

52. ARBITRATION OF THE BASIC AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof shall be settled by arbitration in the same manner as is provided in the quoted portions of Paragraphs 51. All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in the EMPLOYER'S city of origination.

53. NOTICES

Outside the city of origination, all notices provided herein to be given to the ARTIST shall be delivered to such ARTIST personally, provided the ARTIST has notified the EMPLOYER in writing of the ARTIST's place of residence in the city or town of the last performance of the EMPLOYER. Failing such notice by the ARTIST to the EMPLOYER, or if such ARTIST cannot be found either with the EMPLOYER or at such designated place of residence, such notice provided herein shall be given to the ARTIST by registered mail to his last know address and to him in care of AGMA.

54. EXPIRATION

The term of this Agreement shall commence on July 1, 2000, and shall terminate on June 30, 2004, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to such new Agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding season.

55. AUTHORITY OF SIGNATORIES

Cecil C. Conner hereby warrants and represents that he/she has the requisite authority as an agent and representative of the EMPLOYER to sign this Basic Agreement on behalf of, and to bind, the EMPLOYER.

56. SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement, and it shall not affect the validity of any other provision thereof.

57. NO WAIVER OF RIGHTS

Failure of AGMA, the ARTIST, or the EMPLOYER to insist upon the strict enforcement of any of the provisions of this Agreement shall not be deemed a waiver

of any rights or remedies that AGMA may have and shall not be deemed a waiver of any subsequent breach or default on the part of the EMPLOYER, the ARTIST, or AGMA.

58. GOVERNING LAW

It is the intention of the parties that the validity, construction, performance, and application of this Agreement shall be governed exclusively by the laws of the State of incorporation.

59. DISCRIMINATION FORBIDDEN

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, sex, sexual preference, creed, religion, disability and/or national origin except where bona fide occupations qualifications may, as recognized by the Law of the Jurisdiction, be shown to exist. The EMPLOYER shall not unlawfully discriminate against any ARTISTS because of his/her activities on behalf of AGMA.

60. SEGREGATION

No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced because of race, color, creed, or national origin against any: (i) ARTIST or (ii) patron, as to admission or seating arrangement.

61. ABSENCE OF MANAGER

In the absence of the General Manager and/or Company Manager on tour, the EMPLOYER will designate an individual who will be responsible for carrying out the duties to be performed by management.

62. SAFEKEEPING OF VALUABLES

The EMPLOYER shall provide a strong box to be kept by a responsible staff member of the company for storing of ARTISTS' money and other valuables during all performances and dress rehearsals. The EMPLOYER will not, however, assume liability for items placed in the strong box for safekeeping, and ARTISTS shall be responsible for retrieving money and other valuables.

63. UNSAFE THEATERS

The EMPLOYER agrees that ARTISTS will not be requested or required to rehearse or perform in any theater or other facility which is unsafe or unsanitary or which contains a floor that is not a safe floor for dance. ARTISTS shall not be required to rehearse or to perform on any concrete or marble floors or upon any other inflexible surface which is considered unsafe or injurious to the dancers. ARTISTS

will not be required to rehearse or perform upon any wooden floors which are directly laid over similar surfaces lacking in safe dance resiliency or on floors with irregular or uneven surfaces.

AGMA may advise the EMPLOYER of any theater that is unsafe or unsanitary or that has a floor which is unsafe or improperly constructed for dance, to the extent AGMA is aware of such condition. If the EMPLOYER has concerns about the safety of a stage floor in which it intends to perform, AGMA will attempt to investigate all aspects of the stage floor in question to determine if it meets the requirements of a safe floor for dance. However, any such investigation or determination shall not relieve the EMPLOYER of its responsibilities hereunder.

64. LOCKOUTS AND STRIKES

During the term of this Agreement there shall be no lockouts and no strikes.

65. COMPLIMENTARY TICKETS

EMPLOYER will make best efforts to supply each ARTIST with one (1) pair of complimentary tickets for each local series of performances when tickets are available.

66. CHOREOGRAPHER WORKSHOP

Choreographer workshop terms and conditions outside minimum guarantee set forth herein, is subject to AGMA approval.

67. BENEFIT PERFORMANCE

The EMPLOYER and ARTISTS have elected to establish a jointly administered Dancers' Fund and may schedule one public performance during each Repertory Season as a benefit and proceeds shall be contributed to said Dancers' Fund for the benefit of Artists in time of need, in addition to the contributions otherwise provided in Paragraph 74 below.

68. INDEMNIFICATION

The EMPLOYER retains the exclusive responsibility to provide a safe and healthful work place, and is exclusively liable under its Workers' Compensation Insurance Policy and indemnifies and holds AGMA harmless in the event of job-related injuries, illnesses or deaths which come thereunder.

69. WORK POLICY

Students shall not be cast in leading dancing roles. The EMPLOYER will advise all guest choreographers of this provision.

70. SEVERANCE PAY AND CAREER TRANSITION

(a) Any ARTIST who has completed his/her fifth (5th) year of service or more with the EMPLOYER, and has been notified in writing that s/he will not be reengaged for the following season, will be paid an amount equal to one-third (1/3) the then current minimum weekly base salary pursuant to Paragraph 17 (a) (1) herein for each year of employment with a maximum of five (5) years.

(b) Any ARTIST who has completed his/her eighth (8th) year of service or more with the EMPLOYER, and has decided to retire from the field of classical ballet as a full-time performer, will be paid an amount equal to one-half (1/2) the then current minimum weekly base salary pursuant to Paragraph (17) (a) (1) herein for each year of employment with a maximum of twelve (12) years.

(c) Payments made under this Paragraph 70 will be split equally over the remaining payroll dates of the Company that occur between the end of the regular season and the end of that fiscal year.

71. DRUG FREE WORKPLACE

ARTIST understands and agrees that EMPLOYER prohibits from the workplace the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Conviction for a violation of this policy will be grounds for immediate termination of employment and shall be considered a material breach of the Standard Artist's Contract.

72. PARAGRAPH HEADINGS

Paragraph headings are inserted in this Agreement for convenience only and are not to be used for interpreting this Agreement.

73. WORKING RELATIONSHIP

EMPLOYER and ARTISTS acknowledge that artistic endeavors may involve stressful conditions. EMPLOYER and ARTISTS agree to endeavor to promote mutual respect, a positive atmosphere, and harmonious working relationships. Management will expressly maintain the position that no ARTIST shall be subjected to insulting or humiliating language, trespass, or abusive conduct on the part of Artistic Staff, choreographers, choreologists, ballet masters, teachers, directors, or other agents of EMPLOYER. It is further acknowledged that injuries may result when ARTISTS are required to rehearse after any ARTIST has been subjected to personal affront, racial or ethnic slur, or any trespass to person or property.

Therefore, in the event that ARTISTS believe they have been affected by such affront, slur, or trespass by EMPLOYER or its agents during or immediately prior to a rehearsal period, those ARTISTS affected shall suspend participation in the rehearsal immediately and make a written report of the incident, which report shall be submitted to an AGMA representative promptly. Any such termination of a rehearsal by ARTIST shall be in addition to any other rights or duties conferred by this Agreement and laws and statutes of this state of the United States.

Such allegations of abuse, including written statements, shall be brought to the attention of management promptly by an AGMA representative and may be discussed and resolution attempted by the AGMA Committee, instituted in Paragraph 10 of this Agreement. Such discussions and attempts at resolution neither supplant nor constitute remedies which must be exhausted by either EMPLOYER or AGMA prior to any arbitration or other procedures based upon such events, but compromise permissive informal dispute settlement procedures which may be undertaken with the consent of both AGMA and EMPLOYER.

74. ARTISTS' RESERVE

It is agreed that one-seventh (1/7) of the total weekly compensation for a single week will be paid to the Houston Ballet Artists' Reserve Fund by each Dancer who has entered into a Standard Artist's Contract and who works for EMPLOYER for a minimum of twenty (20) weeks in such contract year, and it is further agreed that EMPLOYER shall contribute to said Fund an amount to match the total contributions by ARTISTS in such contract year. The contributions from ARTISTS shall be deducted by EMPLOYER from payroll during the week in such contract year designated by the ARTISTS. If any ARTIST is not on payroll during the week in which such deduction is made, the deduction shall be made in the first week that such ARTIST is on payroll thereafter as long as that week is at least such ARTIST's twentieth (20th) week, or in said ARTIST's twentieth week of payroll when such occurs in said contract year. If any ARTIST who has completed at least twenty weeks of employment with EMPLOYER leaves employment prior to the week of the payroll deduction provided for above, the payroll deduction shall be made from such last week of employment, if possible, or shall be paid directly by said ARTISTS to the Artists' Reserve Fund when the payroll deduction is made for the company ARTISTS. EMPLOYER's matching contributions shall be made within a reasonable time after each payroll deduction from or contributions by ARTISTS. All of the above contributions made each year shall be kept and administered separate and apart from all other funds of EMPLOYER and shall be known as "the Artists' Reserve."

The Artists' Reserve shall be administered by a joint committee comprised of two persons known as Employers Trustees, who shall be the Managing Director and the Director of Finance, and three Trustees designated by the Company of Artists, who shall be Artists employed by the EMPLOYER. In addition there shall be one non-voting member who shall serve as an alternate to the three Trustees designated

by the ARTISTS.

The Artists' Reserve shall be a Trust Fund used for the purpose of assisting the dancers of Houston Ballet.

The Trustees shall meet initially to consider and propose rules and regulations concerning the investment of the Artists' Reserve and the use of said Reserve. The Trustees shall act by majority vote in all matters.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above set forth.

FOR THE AMERICAN GUILD
BALLET
OF MUSICAL ARTISTS:

FOR THE HOUSTON

Linda Mays, President
Director

C.C. Conner, Managing

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Date: _____

Date:

EXHIBIT "1"

AGREEMENT between the _____ located at _____, hereinafter called the Company and _____, hereinafter called the Photographer, dated this _____ day of _____, 2____.

Whereby it is mutually agreed that the Company will admit the Photographer to the

premises of the _____ Theater under the following conditions:

1. The Photographer agrees that any photographs taken in the _____ Theater will be used only for purposes of the Company's publicity, in newspaper, souvenir books, house programs or other publicity uses designated by the Company.
2. The Company agrees to compensate the Photographer for any photographs ordered or used by the Company at a rate to be mutually agreed upon.
3. The Photographer agrees to submit all photographs of principal and soloist dancers to both the dancer involved and the Company for approval.
4. This agreement relates only the Company's publicity uses and no rights for any commercial use of any photograph taken in the _____ Theater are granted herein to the Photographer. For the purposes of this paragraph, the sale of a photograph of said dancer shall not constitute commercial use.

In witness whereof the Company and the Photographer have affixed their signatures below:

Photographer

(Dance Company)

EXHIBIT "2"

AGMA REGULATIONS FOR SAFETY WITH SWORDS AND/OR PROPS AS WEAPONS

For the purposes of this Agreement all props used as weapons, including but not limited to swords, sharp implements, knives, poles or any other like instrument, shall be referred to as weapons.

The EMPLOYER agrees that whenever a production requires the use of weapons, the following regulations shall apply.

The EMPLOYER shall engage a Fight Director (see subparagraph 9.) who shall be thoroughly familiar with the proper use and maintenance of the weapons required in the production. The Fight Director will be engaged during the rehearsal process to work with the ARTIST(S) and Covers in collaboration with the Choreographer or Stages. Instruction in the proper and safe use of the weapons shall be a prerequisite prior to the issuance of any weapon to any ARTIST for any rehearsal or

performance. Where a question of safety exists in the opinion of the Fight Director, the Choreographer or Stager may not overrule the Fight Director's expert judgment.

No ARTIST shall be required or permitted to handle any weapon in either rehearsal or performance until the ARTIST feels confident that he/she has received adequate instructions.

All weapons shall be in the possession of the Stage Manager/Property Master when not actually in use during rehearsal or performance.

It is agreed that at the commencement of each rehearsal involving weapons, performance tempos shall be modified to facilitate a proper warm-up and orientation prior to rehearsing at a performance-level tempo.

All weapons will be thoroughly inspected, cleaned and inventoried by the Stage Manager/Property Master at the end of each rehearsal and performance.

At the conclusion of the weapons scene all weapons shall be returned to the Stage Manager/Property Master and stored for safe-keeping.

The Fight Director will be present for at least one on-stage technical rehearsal to observe and to supervise the actual staging of the fight sequence

In the event that the performance parameters change (by way of example without limitation: where a smaller stage diminishes individual ARTIST's parameters of safety necessitating fewer ARTISTS, fewer weapons, or revised choreography, the Fight Director will supervise restaging. Such restaging may be devised in advance in anticipation of a change in performance parameters (by way of example without limitation: in preparation for performances on smaller stages during tours).

The Fight Director must hold current certification from the Society of American Fight Directors.

[*AGMA is willing to consider addition, appropriate certification and societies for inclusion in #9.]

EXHIBIT "3"

RELEASE AGREEMENT

AGREEMENT between {Artist Name} and {Company} dated this ____ day of _____, 2____.

It is mutually agreed that Artistic Director, {Name} has given {ARTIST} permission to perform the following engagement outside his/her Standard Artist's Contract for Employment with the Company: {date, time, place and brief description of engagement}.

{ARTIST} is hereby released from the exclusivity provisions of his/her Standard Artist's Contract for Employment solely to the extent necessary to permit ARTIST to perform the above engagement. {ARTIST} acknowledges that while performing the above engagement, he/she will not be covered by Company's Worker's Compensation Plan.

{ARTIST} is also hereby excused from any services that may be required of him/her between {date, time} to {date, time} under his/her Standard Artist's Contract for Employment with {Company}. {ARTIST} understands and agrees, however, that he/she will not be compensated for the period of services missed, and that he/she shall return to work for the next scheduled service after such period.

{ Artist } appears through the courtesy of Houston Ballet

{Company} will be given appropriate credit in all publicity and program copy as follows:

{signature Company official}

{signature of ARTIST}

{Name and Title}

WORKER'S COMPENSATION ACKNOWLEDGMENT

I {the Artist} have accepted the following engagement outside my Standard Artist's Contract for Employment with {Name of Employer}: {date, time, place and brief description of engagement}. I understand that I will not be covered by EMPLOYER'S Worker's Compensation Plan during that time. I agree to make every reasonable effort to assure that the place of employment is safe and usable for performing. I agree to make every reasonable effort to assure that I will be covered by presenter's Worker's Compensation Insurance or insurance of similar coverage.

{Signature of Artist}

Date: _____