

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 270 **Language** English **Country** United States **State** TX

Union AGMA (American Guild of Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Actors, producers and directors
Musicians, singers, and related workers

Bargaining Agency Houston Grand Opera

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 1999 **EndYear** 2000

Source <http://www.agmanatl.com/ContractsOpera/HGO1999-2002.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

This MASTER AGREEMENT made and agreed between the AMERICAN GUILD OF MUSICAL ARTISTS (hereinafter called "AGMA") and HOUSTON GRAND OPERA (hereinafter called "MANAGEMENT"), shall constitute an agreement between the parties hereto for the work territory, conditions, and wages provided for herein.

WITNESSETH

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

ARTICLE I - ARTISTS COVERED

MANAGEMENT hereby recognizes AGMA as the exclusive collective bargaining agent for all SOLO SINGERS, SPEAKING PERFORMERS/NARRATORS, MUTE PERFORMERS, STAGE DIRECTORS and their assistants, CHOREOGRAPHERS, SOLO DANCERS, BALLET MASTERS/MISTRESSES, and DANCE CAPTAINS (hereinafter called "PRINCIPALS"), CORPS DANCERS, and CHORISTERS, all hereinafter referred to collectively as "ARTISTS," whose services are used by MANAGEMENT. MANAGEMENT and AGMA agree that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

ARTICLE II - DEFINITIONS OF ARTISTS COVERED

- A. SOLO SINGER - A singing artist engaged to perform leading, featured, supporting and/or solo bit roles.
- B. SOLO DANCER - A dancer engaged to perform solo roles or who is significantly featured in the choreography.
- C. STAGE DIRECTOR - An individual engaged to create and direct the staging for productions according to the design concept as agreed by Management.
- D. ASSISTANT STAGE DIRECTOR - An individual engaged to assist the Stage Director in staging the production.
- E. CHOREOGRAPHER - A director of dance engaged to create and direct dance sequences as designated by Management.
- F. SPEAKING PERFORMER/NARRATOR - An artist engaged to perform leading, featured, supporting and/or solo bit speaking roles.
- G. MUTE PERFORMER - An artist engaged to perform leading,

featured, supporting or solo bit non-singing, non-speaking roles.

H. **BALLET MASTER/MISTRESS** - An individual who auditions and selects **CORPS DANCERS**, coordinates rehearsal scheduling, maintains the **CORPS DANCERS** by conducting class, assists in rehearsal, knows the choreography, and sees to the safety and well-being of the **CORPS DANCERS**.

I. **DANCE CAPTAIN** - A dancer who performs with the **CORPS DANCERS** and is responsible for knowing the choreography, and who is prepared to coach and rehearse **CORPS DANCERS** (in a group or individually) with or without the overseeing of the **BALLET MASTER/MISTRESS** or **CHOREOGRAPHER**.

J. **CHORISTER** - A singing artist engaged to perform in the chorus.

K. **CORPS DANCER** - A dancer engaged for a non-solo dance performance.

ARTICLE III - APPLICATION OF PROVISIONS

A. **MANAGEMENT** agrees that the provisions of this Agreement shall apply to and inure to the benefit of all **ARTISTS** engaged by **MANAGEMENT** or by an affiliate, subsidiary or the like of **MANAGEMENT** directly or indirectly, or through agents 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 **MANAGEMENT**” such phrase shall be deemed to mean “all **ARTISTS** engaged by **MANAGEMENT**, or by an affiliate or subsidiary of **MANAGEMENT** directly or indirectly, or through agents, or independent contractors.”

B. **MANAGEMENT** agrees that the terms of this Agreement apply only to rehearsals and performances in the U.S. and Canada and their dependencies or possessions. **AGMA** and **MANAGEMENT** agree to negotiate terms and conditions, including all terms of engagement, rehearsal, travel and performance, as a condition for granting approval to **MANAGEMENT** to take **ARTISTS** for an engagement or series of engagements on tour outside of the U.S. or Canada.

ARTICLE IV - EXCLUSIONS

Excluded from this Agreement are public education, training and local community outreach programs of **MANAGEMENT**. “Local community outreach programs” shall mean those programs specifically designed for communities or groups which may not otherwise be exposed to the opportunities to see opera.

ARTICLE V - ALTERNATE THEATER

When an alternate, smaller theater is used, compensation and working conditions shall be negotiated locally; otherwise, all terms and conditions contained in this Agreement shall apply. However, nothing in this section mandates the amendment of this or any other locally negotiated addendum.

ARTICLE VI - MANAGEMENT RIGHTS

A. Except as otherwise provided for by any provision of this Master Agreement, the Standard ARTIST's Contract, or the locally negotiated amendment, MANAGEMENT reserves and retains, solely and exclusively, all of its inherent business and artistic rights, functions, and prerogatives as the management of the business.

B. AGMA agrees to consider and act upon all charges filed in writing by MANAGEMENT and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. MANAGEMENT agrees that such charges filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration, provided, however, that the above and other references to AGMA's Constitution, By-Laws, and rules and regulations shall apply to the documents existing on the date of execution of this Agreement and provided that AGMA has made copies available to MANAGEMENT by such date of execution.

ARTICLE VII - MEMBERSHIP IN AGMA

Except where prohibited by state law, it shall be a condition of engagement that:

A. All ARTISTS hired by MANAGEMENT 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.

B. 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.

C. "Membership" and "Good Standing" as used in this Article shall mean the tender of AGMA's uniformly required initiation fees and periodic dues.

ARTICLE VIII - DEDUCTIONS

A. AGMA and MANAGEMENT agree that MANAGEMENT may deduct from ARTISTS' compensation applicable state and federal taxes as may be required by law, and any amounts due and owing MANAGEMENT as provided in this Agreement or any mutually agreed upon amendment to or modification thereof.

B. Provided that MANAGEMENT has been presented an authorization as required by law, properly signed by ARTIST, MANAGEMENT agrees to deduct from ARTISTS' gross compensation the applicable "working dues" as certified by AGMA to then be in effect. For the purpose of calculating working dues: meal allowance and per diem (to the extent provided for in this Agreement) and travel expenses shall not be included in determining gross compensation and shall not be subject to such working dues deductions.

C. Pursuant to applicable law, MANAGEMENT agrees to deduct from ARTISTS' gross compensation initiation fees, assessments, fines, delinquent payments, or other similar deductions at the direction of and on behalf of AGMA, provided that no later than two (2) weeks prior to ARTIST's first performance (or in the event that the ARTIST's contract has not been filed in accordance with Article XXII.B. of this Agreement, within two (2) weeks of the date of filing ARTIST's contract with AGMA or as soon as practicable):

1. AGMA has requested MANAGEMENT to do so, in writing, and
2. In the case of PRINCIPALS only, AGMA has sent a notice to ARTIST in care of MANAGEMENT outlining the nature and the amount of the deduction, instructing ARTIST to contact AGMA in the case of questions.

D. MANAGEMENT will make every reasonable effort to forward to AGMA the deductions referred to in B. and C. above postmarked within twenty (20) working days following ARTIST's final performance, but will make the remittance postmarked no later than forty (40) days after said performance. MANAGEMENT will accompany said remittance with ARTIST's name, Social Security number, and the amount of the deduction for each ARTIST involved, in a format similar to the following:

Social Security #	Name	Gross	Initiation Fee	Basic Dues	Reinstatement Fee	2% Working Dues	Delinquent Working Dues
000-00-0000	AGMA Artist	00,000.00	000.00	00.00	00.00	000.00	000.00

AGMA indemnifies MANAGEMENT against any claim resulting from any or all deductions on AGMA's behalf, required of MANAGEMENT in this Agreement.

ARTICLE IX - CONTRIBUTION TO MANAGEMENT FORBIDDEN

A. MANAGEMENT agrees that no ARTIST will be solicited or required to make any payments or contributions of any kind or nature whatsoever in order to acquire or continue engagement by MANAGEMENT, or as a condition of acquiring or continuing such engagement or any preferment in such engagement, and MANAGEMENT agrees that it will not accept or receive any such payments or contributions. Notwithstanding the above, MANAGEMENT may request ARTIST to appear in any benefit or fund raising activity without compensation after MANAGEMENT has reached mutual agreement to do so with the AGMA National Office and with Theatre Authority, Inc.

B. AGMA and MANAGEMENT agree that payments due and owing MANAGEMENT by ARTIST because of unreturned property provided by MANAGEMENT, ticket purchases, or indebtedness to MANAGEMENT on behalf of and with the prior knowledge of the ARTIST, are not considered "forbidden contributions" and are to be repaid to MANAGEMENT by ARTIST prior to ARTIST's final performance.

ARTICLE X - FEES AND COMMISSIONS

No officer, director or agent of MANAGEMENT and no person who occupies a paid supervisory or paid executive position with AGMA or with MANAGEMENT, or who receives compensation from MANAGEMENT and participates in engaging, casting, or discharging of ARTISTS, shall act as manager, agent, or personal representative of any ARTISTS or receive any fee, commission or other consideration for services of such character from any ARTIST.

ARTICLE XI - AGMA DELEGATES AND REPRESENTATIVES

A delegate or representative, duly authorized by AGMA and with the full cooperation of MANAGEMENT:

A. Shall be admitted to any location where ARTISTS are working or are scheduled to work.

B. Shall act as liaison between ARTISTS and AGMA.

C. Shall report any violations of this Agreement both to MANAGEMENT and to AGMA.

D. Shall have no authority to stop or interfere with any part of any performance or rehearsal or interfere in any way with the performance of the duties of the MANAGEMENT except (1) when authorized by the National Office of AGMA

to stop professional activities because of lack of payment for services or failure to post a requested bond or (2) if MANAGEMENT fails to perform as set forth in ARTICLE XXXII. E.

E. Shall conduct meetings scheduled on days of rehearsal or performance and pertaining to AGMA business only before or after rehearsals or performances, and shall schedule such meetings so as not to interfere with rehearsal or performance. MANAGEMENT will endeavor to make a facility available for such meetings.

F. Shall at all times have the right to bring matters of safety to the attention of MANAGEMENT.

ARTICLE XII - STRIKES AND LOCKOUTS

AGMA agrees not to encourage, engage in, support or participate in any sympathy strikes, or any work stoppage whatsoever during the term of this Agreement for any reason, including alleged unfair labor practices. AGMA will advise its members that such sympathy strikes or work stoppages are in violation of this Agreement. However, MANAGEMENT recognizes ARTIST's right to determine independently to honor a lawful picket line, provided, however, that by such action, ARTIST shall have voided his or her Standard ARTIST's Contract. MANAGEMENT agrees not to lock out ARTISTS during the term of this Agreement.

ARTICLE XIII - DISCRIMINATION AND SEGREGATION

A. AGMA may represent its members in any dispute which may arise with MANAGEMENT. MANAGEMENT shall not dismiss or otherwise penalize ARTIST for fulfilling his duties, activities or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that MANAGEMENT has given him notice, or otherwise penalized or discriminated against him for fulfilling his/her duties, either as a delegate or as an AGMA member, may present his case to AGMA which shall give MANAGEMENT an opportunity to be heard if it desires such an opportunity. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit ARTIST's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted. If the member's claim is sustained, s/he shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

B. As provided by law, MANAGEMENT and AGMA agree not to discriminate against any ARTISTS in their general relationships because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality.

MANAGEMENT and AGMA agree to prohibit sexual harassment.

C. MANAGEMENT and AGMA will not discriminate against any ARTIST in compensation, performances, or engagements because of ARTIST's activities on behalf of AGMA, nor shall MANAGEMENT utilize a performance venue where MANAGEMENT is aware of invidious discrimination because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality.

ARTICLE XIV - WORKER'S COMPENSATION

MANAGEMENT will carry, at its expense, Worker's Compensation Insurance, or its equivalent, covering all ARTISTS wherever they may work for MANAGEMENT, without regard to fault, in compliance with the laws of the State of its principal place of business.

ARTICLE XV - SECURITY DEPOSIT

A. The MANAGEMENT shall furnish a security deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) in the form of a bond, the deposit of cash, a certified check, or other mutually agreeable security, provided that the MANAGEMENT shall be entitled to the interest earned on such deposit during the time the MANAGEMENT does not have possession of such monies.

AGMA has the right to draw upon such money to fulfill MANAGEMENT'S obligation under the term of the agreement and/or Standard Artist's Contract, provided only that;

(1) AGMA has given prior notice of the claim in accordance with the provision of Article 39 of this Basic Agreement and,

(2) MANAGEMENT has failed to follow the process stipulated in Article XXXIX or has failed to comply with the arbitration award.

B. Upon notice by MANAGEMENT to AGMA that any engagement, series of engagements or tour has been terminated and every ARTIST returned to his place of origination, AGMA shall return such security deposit not later than four (4) weeks after MANAGEMENT's final performance, provided, however, that two (2) weeks have elapsed after the conclusion of MANAGEMENT's contractual obligations, less any claims made by AGMA for any violations of the terms of this Agreement and/or less any claims made by an ARTIST against MANAGEMENT for violations of his/her individual contract.

ARTICLE XVI - HEALTH COVERAGE

To provide health care for Artists Covered, MANAGEMENT agrees to pay sixty-five dollars (\$65.00) per performance up to a maximum of eight (8) performances per production. This payment shall be made to AGMA Health Fund Plan B, Account #2 no later than the fifteenth (15th) day of the month following the month containing the final performance of the production. Quarterly reports of contributions paid in, benefits paid out, and amount and disposition of forfeitures shall be made to MANAGEMENT. For the purpose of this Article, "Artists Covered" shall not include any ARTISTS already covered by a MANAGEMENT health plan, Choristers, Chorus Bits, or Corps Dancers.

ARTICLE XVII - PAYMENT TO ARTISTS

A. ARTISTS engaged on a weekly basis shall be paid no later than Friday of each week of engagement.

B. ARTISTS engaged on a per performance basis shall be paid no later than the beginning of each performance, unless otherwise agreed upon in ARTIST's Standard ARTIST's Contract.

C. Payments shall be made in cash or by company check in United States dollars, regardless of where performances take place

D. ARTISTS shall be paid no less than the first seven (7) days of ARTISTS' contracted per diem upon arrival in MANAGEMENT's city of origination and shall receive each subsequent week's per diem no later than the first day of the week for which the per diem is being paid, unless otherwise requested by ARTIST. In addition, all non-resident ARTISTS contracted at minimum rate shall receive the equivalent of bus or airport shuttle transportation expenses to and from the airports, bus terminal and railway stations upon submission of receipts.

E. When MANAGEMENT provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirement herein by the payment of an amount equal to the daily meal allowance provided for in Article XX hereof.

F. No later than the last performance, MANAGEMENT will provide ARTIST with a written breakdown of fees and per diem, or meal allowance as appropriate.

ARTICLE XVIII - TRANSPORTATION

A. It is MANAGEMENT's responsibility to provide transportation on behalf of ARTISTS to and from MANAGEMENT's city of origination and

ARTIST's domicile.

B. BY PLANE

ARTIST agrees to travel by regularly scheduled airline; however, ARTIST and MANAGEMENT may agree to alternate means of transportation by mutual consent of the parties, to be indicated upon the Standard ARTIST's Contract.

In the event that ARTIST performs with other producing organizations, immediately prior to or immediately following an engagement, air travel expenses may be pro-rated with the other organizations involved.

C. SICKNESS OF ARTIST

1. In the event that ARTIST shall continue to be unable to perform services after the sick leave period referred to in Article XXXVII of this Agreement, MANAGEMENT shall return ARTIST to his or her resident city and shall provide ARTIST with return transportation by the same means as provided for the ARTIST's arrival, and no further claim for payment under ARTIST's contract shall be due after departure because of such illness.

2. It shall be the obligation of MANAGEMENT to provide transportation to the place of performance for ARTIST engaged to replace ARTIST forced to cancel his or her contract, by the same means or better as provided ARTIST who has been forced to cancel his or her contract, and to provide return transportation to the city of origination at the end of the engagement period.

3. MANAGEMENT may request a certificate of a doctor as to the illness of ARTIST and an examination by a doctor designated and paid for by MANAGEMENT as a condition precedent to fulfilling the above paragraph C.1. of this Article XIX.

**ARTICLE XIX - EXTRA TRAVEL COMPENSATION FOR
"RUN-OUT ENGAGEMENTS"**

A. "Run-Out Engagements": When ARTIST is required to perform thirty (30) miles beyond the central point of departure, but is not required to stay overnight, MANAGEMENT shall compensate ARTIST with a partial daily meal allowance as follows:

Departure Prior to or Return	as of <u>8/1/99</u>	as of <u>8/1/00</u>	as of <u>8/1/01</u>
9:00 AM	\$ 9.85	\$10.10	\$10.35
1:00 PM	13.55	13.90	14.25

1:00 PM	13.55	13.90	14.25
6:00 PM	19.65	20.15	20.65
Daily Meal Allowance	43.05	44.15	45.25

However, the above allowances shall not be paid if ARTIST is already specifically receiving no less than the per diem provided for herein for out-of-town performances in his/her normal contractual compensation.

B. If any ARTIST engaged on a single performance basis or on a weekly basis is required to travel any day other than the day of his/her performance or during a week which is neither a rehearsal week nor a performance week, s/he shall be paid not less than the following:

	as of	as of	as of
	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>
Per Diem	\$90.65	\$92.90	\$95.25

This per diem shall be paid for each day (beginning at midnight and ending the following midnight) or part thereof during which s/he shall travel.

C. If any ARTIST engaged on a single performance or on a weekly basis is returned to the city of origination after 2:30 A.M. of the morning following the end of his/her performance or of his/her engagement, then MANAGEMENT shall pay for such ARTIST's sustenance an additional sum of not less than the following amounts:

	as of	as of	as of
	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>
Late Arrival	\$9.85	\$10.10	\$10.35

ARTISTS shall be required to take the first available standard transportation furnished by MANAGEMENT.

D. If ARTIST is not returned to the city of origination within the last day of the last performance week, he/she shall be paid the following additional sum per day until he/she has been returned to the city of origination:

	as of	as of	as of
	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>

Per Diem	\$90.65	\$92.90	\$95.25
----------	---------	---------	---------

On a final partial travel day, the following partial daily meal allowance shall apply:

Departure Prior to or Return After:	as of	as of	as of
9:00 AM	<u>8/1/99</u> \$ 9.85	<u>8/1/00</u> \$10.10	<u>8/1/01</u> \$10.35
1:00 PM	13.55	13.90	14.25
6:00 PM	19.65	20.15	20.65
Daily Meal Allowance	43.05	44.15	45.25

If any travel on the final day of travel to the city of origination ends after 10:00 P.M., full per diem as listed above shall be paid to each ARTIST.

ARTICLE XX - DEFINITIONS

Whenever used in this Agreement unless otherwise provided:

A. PERFORMANCE WEEK - The term “performance week” shall mean seven (7) consecutive days commencing any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which at least one (1) performance is given and during which there shall be one (1) Free Day. A free day shall be included in each seven (7) consecutive day period for each ARTIST regardless of the number of contracts for which s/he is engaged.

B. REHEARSAL WEEK - The term “rehearsal week” shall mean seven (7) consecutive days commencing on any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which no performances are given. A Free Day shall be included in each seven (7) consecutive day period for each ARTIST regardless of the number of contracts for which s/he is engaged.

C. CITY OF ORIGINATION - The term “city of origination” shall mean the greater metropolitan area of the MANAGEMENT's principal business location.

D. ARTIST'S DOMICILE - The term “ARTIST's domicile” shall mean

the resident city of the ARTIST's permanent dwelling.

E. **ARTIST'S SERVICES** - The term "ARTIST's Services" shall mean any performances, rehearsals, costume, wig, and make-up calls, photo calls, and any other activity required of ARTIST by MANAGEMENT.

F. **FREE DAY** - The term "Free Day" shall mean a period of time commencing at midnight and ending at 9:00 a.m. the morning of the 2nd day, during which no ARTIST's Services and/or travel shall be required. Regardless of the number of contracts for which ARTIST is engaged, ARTIST shall receive one (1) Free Day within each rehearsal and performance week and s/he shall not be required to render any ARTIST's Services and/or travel for more than a total of ten (10) consecutive days without a Free Day, in which case the eleventh (11th) day must be a Free Day. However, should ARTIST arrive later than the contracted beginning rehearsal date, ARTIST may be required to work thirteen (13) consecutive days before a Free Day occurs.

G. **STANDARD ARTIST'S CONTRACT** - This term or the terms "Standard Individual Contract" and "Individual ARTIST's Contract" shall mean the individual contract form attached hereto as "Exhibit A."

H. **CLASSIFICATION OF ROLES** - The terms "leading roles," "featured roles "supporting roles," and "solo bit roles" shall apply to ARTISTS engaged to perform such roles as found in "Exhibit C" - "Classification of Roles," attached hereto. Minimum chorus size, as found in Exhibit C" – "Classification of Roles," shall apply to all productions except as may be negotiated for alternate theaters. MANAGEMENT and AGMA will jointly decide by a mutually agreeable date the role classification for new works.

I. **FINAL ORCHESTRA DRESS REHEARSAL** – The final orchestra dress rehearsal is a final gathering for rehearsal of all theatrical and musical elements for which no tickets are on sale to the general public. An announcement will be made to the effect that because this is a rehearsal, there may be starting and stopping and some artists may mark.

ARTICLE XXI - STANDARD ARTIST'S CONTRACTS

A. All contracts and agreements made by MANAGEMENT with ARTISTS engaged under this Agreement shall be subject to applicable laws, shall conform in every respect to all the provisions of this Agreement and any applicable locally negotiated amendment, and shall be executed on the "Standard ARTIST's Contract" form appended to this Agreement as "Exhibit A," subject to such written additions thereto and written modifications thereof as may be agreeable to ARTIST, AGMA, and to MANAGEMENT, but in no event inconsistent with the Agreement or less favorable to such ARTIST.

B. Standard ARTIST Contracts shall be executed in quadruplicate: the original copy to be retained by MANAGEMENT; the duplicate by ARTIST; and the triplicate to be filed with AGMA Health and Retirement Fund, 1841 Broadway, NY, NY 10023, and quadruplicate filed with AGMA at least six (6) weeks prior to ARTIST's first performance or five (5) days after ARTIST's contract is executed, whichever is later. AGMA's copy of all Standard ARTIST's Contracts shall be kept confidential and made available only (1) to the Executive Secretary, or other officer having equivalent position with AGMA and (2) when a dispute arises under the contract.

C. Failure of MANAGEMENT to file copies of AGMA contracts with AGMA shall constitute a breach of contract by MANAGEMENT. In such a breach, ARTIST may at any time, AGMA consenting, terminate the same without notice, and MANAGEMENT agrees to pay forthwith to ARTIST, as damages for such breach in full, for all services rendered by ARTIST to MANAGEMENT, plus any other amounts then owing, not already paid, the total of which being a sum equal to the total amount contracted for in ARTIST's contract for all single performances or weeks of engagement, as the case may be. In no case shall any offsets be allowed to MANAGEMENT for the earnings of ARTIST in a new or subsequent engagement.

D. No ARTIST is permitted to take part in any performance or rehearsal, without first signing a Standard ARTIST's Contract. Individual contracts shall specify the Opera and roles for which the ARTIST is engaged, the role (if any) which s/he is covering, dates of performance and any other services contracted for and covered by this Agreement, such as transportation compensation (which must be a separate item to be provided in the contract form).

E. AGMA agrees that if MANAGEMENT shall deliver AGMA's copy of any executed Standard ARTIST's Contract to AGMA, and if within thirty (30) days thereafter AGMA shall not have returned said copy marked "Disapproved," AGMA shall be deemed to have approved any rider, addition or modification to the aforesaid contract.

F. MANAGEMENT shall notify ARTIST that by signing the attached Standard ARTIST's Contract ("Exhibit A") s/he is authorizing deductions, if any, from his/her compensation by MANAGEMENT on behalf of and at the direction of AGMA. If ARTIST refuses to authorize deductions, if any, by MANAGEMENT on behalf of and at the direction of AGMA, ARTIST may strike paragraph "5" from the Standard ARTIST's Contract, in which case MANAGEMENT bears no responsibility for any amounts due and owing AGMA by ARTIST. This in no way shall affect ARTIST's obligation, if any, to AGMA. If, however, ARTIST authorizes such deductions, if any, AGMA agrees to defend MANAGEMENT against any action taken or claim against MANAGEMENT by ARTIST as a result of deductions by MANAGEMENT at the direction of and on behalf of AGMA as if such action were asserted directly against AGMA, and AGMA will pay any award or judgment

resulting there from.

G. MANAGEMENT shall notify ARTIST that by signing the attached Standard ARTIST's Contract ("Exhibit A") s/he is agreeing to become or to remain a member of AGMA. If applicable state law prohibits required membership in a labor organization as a condition of employment, subparagraphs "2" and "3" of Paragraph "8" do not apply and ARTIST may strike subparagraph "2" and "3" of Paragraph "8" from the Standard ARTIST's Contract, and the contract shall be considered a "non-AGMA" or "letter" contract.

H. ARTIST shall present him/herself promptly for rehearsal or performance, musically prepared and in a proper condition to fulfill his/her professional responsibilities.

1. If ARTIST fails to appear on the first date of a contracted engagement other than for reasons beyond ARTIST's control without receiving MANAGEMENT's permission, ARTIST may be subject to a prorated reduction in pay.

2. Working while intoxicated or under the influence of illegal substances may result in the cancellation of the contract.

3. ARTIST shall respect all reasonable rules and regulations appropriate to the performance of operatic services, including care of costumes and props, attention to make-up and dress, and use of the physical property of the production and/or the theater.

4. ARTIST will wear all costumes, wigs, and footwear as designed and as provided by MANAGEMENT. MANAGEMENT shall ensure that the costumes, footwear, and/or wigs shall not subject the ARTIST to an unsafe situation and shall not unreasonably restrict the ARTIST's ability to perform. Should an ARTIST consider a costume unreasonably immodest, said ARTIST may request a meeting with MANAGEMENT's costume representative to reach a reasonable solution. Unless such requirement is noted on the ARTIST's Standard ARTIST's contract, no ARTIST shall be required to appear in the nude.

ARTICLE XXII - ASSIGNMENT OF ARTIST'S CONTRACT

No executed Standard ARTIST's Contract may be assigned or transferred unless the written consent of ARTIST concerned, MANAGEMENT, and AGMA shall have been endorsed on the face of the contract or on the transfer of assignment thereof.

ARTICLE XXIII - CHANGE OF APPEARANCE NOTIFICATION

MANAGEMENT may request appropriate appearance (such as the absence of facial hair) if notification is given at least six (6) weeks prior to the first rehearsal. ARTIST must advise MANAGEMENT at least six (6) weeks in advance of the first rehearsal of any severe change in ARTIST's physical appearance, such as loss or gain of weight, since the signing of the Standard ARTIST's Contract.

ARTICLE XXIV - ADVANCE NOTIFICATION TO ARTISTS

As appropriate, MANAGEMENT shall notify ARTIST of the language, translation, version, cuts, interpolations, dialogue additions, and/or deletions and cadenzas of each opera assigned at the time the Standard ARTIST's Contract is signed, or if not yet known, MANAGEMENT shall provide ARTIST with all information at least six (6) weeks prior to the first rehearsal of said opera. Failure to so notify shall result in ARTIST and MANAGEMENT mutually agreeing upon a version of the opera. This shall not apply to newly composed works.

ARTICLE XXV - ADVANCE NOTIFICATION TO AGMA OF AUDITIONS

MANAGEMENT will give AGMA at least thirty (30) days advance notification of open auditions for SOLO SINGERS, if MANAGEMENT undertakes open auditions, and where appointments may be made.

ARTICLE XXVI - MINIMUM PERFORMANCE AND REHEARSAL COMPENSATION AND PROVISIONS - PERFORMING PRINCIPAL ARTISTS

A. PERFORMANCE COMPENSATION

1. The minimum compensation of ARTISTS engaged hereunder on a per performance or weekly basis shall be based upon the Classification of Roles as agreed by MANAGEMENT and AGMA, which Classification is attached hereto as "Exhibit C", and shall be at no less than the following minimum compensation:

	as of	as of	as of	Max # of
	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>	<u>Perfs</u> per
Leading Roles	\$1,100.00	\$1125.00	\$1150.00	3
Featured Roles	900.00	925.00	950.00	4

Featured Roles	900.00	925.00	950.00	4
Supporting Roles	700.00	725.00	750.00	6
Solo Bit Roles	600.00	625.00	650.00	6
Solo Dancers	600.00	625.00	650.00	6

Per Performance or Per Week – Cullen Theater Performances

	as of <u>8/1/99</u>	as of <u>8/1/00</u>	as of <u>8/1/01</u>	Max # of <u>Perfs</u> per week
Leading Roles	\$1,000.00	\$1025.00	\$1050.00	3
Featured Roles	800.00	825.00	850.00	4
Supporting Roles	600.00	625.00	650.00	6
Solo Bit Roles	555.00	575.00	600.00	6
Solo Dancers	555.00	575.00	600.00	6

2. In the event a Student Matinee is being presented, Artists singing Supporting and Solo Bit roles shall be permitted to perform seven (7) performances per week. Artists singing Leading or Featured roles will not be required to perform in Student Matinees if they are also scheduled to appear in the same day in an evening performance.

3. Principal Artists engaged on a Per Performance basis shall receive no less than the minimum compensation, as stipulated in XXVI.A.1 for each week the artist is engaged.

4. A non-resident ARTIST must receive at least two (2) weeks of consecutive engagement at no less than the minimum performance salary, as listed in Article XX.A. above.

B. COMBINING OF ROLES

1. When an ARTIST is engaged to perform two (2) roles in the same performance other than two solo bit roles, and that combination is not listed in

Schedule C then the combination of those two (2) roles should be considered to be equal to the next higher category of the higher of the two (2) roles if the roles are in separate category, or the next higher category of the two (2) roles if the roles are in the same category, except when one of the roles is a leading or featured role in which case each role shall be compensated separately. This does not apply to those multiple roles which traditionally have been performed by one (1) ARTIST.

2. When an ARTIST is engaged to perform two (2) or more solo bit roles in the same performance ARTIST will be paid at the applicable rate for each solo bit role performed.

3. When a CHORISTER is engaged to perform two (2) or more chorus bit roles in the same performance, CHORISTER will be paid at the applicable rate for each chorus bit role performed. Chorus bit roles will normally be assigned to CHORISTERS performing in the opera. If a chorus bit role is not assigned to a member of the chorus performing in the opera, said chorus bit role(s) shall be paid at the solo bit rate.

4. For any combination of roles not provided for herein, the minimum compensation of the ARTIST must be discussed with and approved by AGMA.

C. COVERS

1. A cover is an ARTIST engaged to learn, rehearse, and/or perform a PRINCIPAL role(s) in the absence of ARTIST(s) originally engaged to perform such role(s).

2. ARTIST will be paid no less than the minimum per performance compensation as set forth above for each role covered. Any ARTIST engaged to cover a role who is not required to be available to MANAGEMENT, shall receive no less than fifty percent (50%) of the minimum per performance compensation as set forth above for each role covered. Artists engaged to cover a role on a temporary or emergency basis for rehearsal only, may be paid at the hourly rehearsal overtime rate. In any case, if the ARTIST is subsequently required to be available to MANAGEMENT, or to perform the role, the ARTIST will be paid no less than the balance of the total of the minimum compensation rate.

3. All other terms and conditions of this Agreement shall apply to Covers.

D. PER DIEM

1. Per diem payments for all ARTISTS noted above shall be made when ARTIST is working for MANAGEMENT beyond a fifty-five (55) mile radius of ARTIST's domicile.

	as of	as of	as of
Per Diem	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>
Up to 4 wks	\$90.65	\$92.90	\$95.25
4 or more wks	76.50	79.00	81.00

2. When MANAGEMENT provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirement herein by the payment of an amount equal to the Daily Meal Allowance provided for in Article XIX.A. hereof.

3. This per diem or meal allowance is in addition to any rehearsal compensation to which ARTIST is entitled.

E. REHEARSAL PROVISIONS

1. Performing PRINCIPAL ARTISTS may rehearse no more than thirty (30) hours per week nor more than six (6) hours per day during a six (6) day week.

a. All performances shall count as four (4) hours regardless of actual length.

b. All rehearsals with costume and make-up shall count as the actual time worked or the length of the call, whichever is longer, plus one (1) hour.

c. If the weekly or daily hourly limitations for rehearsal are exceeded, excess hours shall be paid at the overtime rate indicated in Article XXVII.E.5. below.

2. General Rehearsal Provisions

a. No rehearsal shall end later than 11:30 P.M. except dress rehearsals, which may last until 12:30 A.M.

b. During each week each PRINCIPAL shall receive one (1) free day during which there shall be no rehearsals whatsoever.

c. ARTISTS singing Leading and Featured roles shall not be called for any rehearsal on a performance day, except in emergency cases or unless otherwise requested by ARTIST.

d. No rehearsal or performance shall be scheduled sooner than twelve (12) hours following the end of the preceding evening's rehearsal or

performance, except in emergency cases or unless otherwise requested by ARTIST. When the preceding rehearsal or performance requires make-up, the twelve (12) hour period shall commence one-half (1/2) hour after dismissal from the stage.

e. No rehearsal shall be scheduled before 10:00 A.M.

f. The call for a dress rehearsal shall start one-half (1/2) hour prior to the call to report on-stage and shall be included in computing the total hours of rehearsal permitted herein. In addition, one half (1/2) hour following dismissal from the stage for the removal of costumes and make-up shall be included when computing (calculating) total hours of rehearsal permitted.

g. No rehearsals shall be scheduled within two (2) hours of any ARTIST's make-up call prior to a dress rehearsal or performance, except in emergency cases, or unless requested by ARTIST.

3. Overtime for Performing Principal Artists

a Over time shall be compensated at \$25.00 as of 8/1/99 (for 2 years), \$30.00 as of 8/1/2001 per hour. Such overtime shall be computed in quarter hour segments and may be credited to over scale.

b Any rehearsal called on a Free Day shall be compensated at Forty Dollars (\$40) per hour. The minimum call on a free day is three (3) hours. All double time compensation for a call on a free day shall not be credited to Artist's over scale.

ARTICLE XXVII - PRINCIPALS' REST PERIOD

All Principals shall be allowed an uninterrupted rest period of not less than ten (10) minutes for every ninety (90) minutes of staging or music rehearsal. Rest periods need not be at the same time for all soloists.

ARTICLE XXIII - EXTRA PERFORMANCES AND SERVICES

A. If ARTIST shall be required to take part in a greater number of performances in any one week than is provided for herein, or if Leading or Featured ARTIST is required to take part in two (2) performances in any one (1) day, such ARTIST shall be paid additional compensation based upon a pro rata of his/her contractual compensation (exclusive of per diem) for each such additional performance.

B. Any ARTIST who performs the services of Singer and STAGE DIRECTOR in the same opera production shall be paid two (2) distinct fees for such engagement.

C. Any Dancer who performs the services of a CHOREOGRAPHER in addition to that of a SOLO DANCER, shall be paid both fees, either at weekly rate or the single performance rate, as the case may be.

ARTICLE XXIX - STAGE DIRECTORS, THEIR ASSISTANTS, AND CHOREOGRAPHERS

A. The minimum compensation of ARTISTS engaged hereunder shall be on a weekly basis and shall be at no less than the following minimum compensation:

	as of <u>8/1/99</u>	as of <u>8/1/00</u>	as of <u>8/1/01</u>
STAGE DIRECTOR	\$1200.00	\$1250.00	\$1300.00
ASST. STAGE DIRECTOR	850.00	900.00	950.00
CHOREOGRAPHER	700.00	755.00	800.00
BALLET MSTS	To be negotiated by the parties when a Ballet Msts. is engaged.		

B. In addition to the compensation provided in A above, should a STAGE DIRECTOR or CHOREOGRAPHER be engaged to direct or choreograph a newly designed production, with new sets, costumes, lighting, and direction, and should such production be remounted or rented to another company, such ARTIST shall be offered a contract to stage or choreograph the subsequent presentation of the production. If such a contract is not offered, or if ARTIST is unable to accept the offered contract, (such contract offer not to be unreasonably refused), ARTIST shall receive a Royalty Payment of no less than five percent (5%) of said ARTIST's total contractual compensation received for the original creation of the production. In the case of a co-production where the original creation fee is a combination fee for 2 or more co-producers, the above 5% shall be applied to the pro-rated fee for one producer.

C. ASSISTANT STAGE DIRECTORS shall be engaged not less than seven (7) days prior to the commencement of the first principal rehearsal or the first staging rehearsal, whichever is earlier and shall thereafter be engaged for the full production run, during which time the ASSISTANT STAGE DIRECTOR agrees to remain in Houston.

D. Per Diem payments shall be made in accordance with Article XXVI. D above, provided that no per diem is required for ASSISTANT STAGE DIRECTORS engaged on a continuous basis for eight or more weeks in a season.

E. Overtime for Staging Artists.

1. In recognition of the unique nature of the position, STAGE DIRECTORS and CHOREOGRAPHERS, are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities.

2. In recognition of the unique nature of the position and the need to work intimately with and for the STAGE DIRECTORS, ASSISTANT STAGE DIRECTORS, are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall will see to the well-being of the ASSISTANT STAGE DIRECTOR, to include proper time off and meal breaks.

3. BALLET MASTERS/MISTRESSES may not rehearse more than thirty (30) hours per week or more than six (6) hours per day during a six (6) day rehearsal week. No rehearsal shall end later than 11:30 P.M., except dress rehearsals, which may last until 12:30 A.M. If there hourly limitations are exceeded, such hours shall be paid at the overtime rate indicated in Article XVII.E.5.

4. During each week each ARTIST shall receive one (1) free day during which there shall be no rehearsals or performances whatsoever. Any rehearsal called on a Free Day shall be compensated at \$40.00 per hour. The minimum call on a Free Day is three (3) hours. Free Day compensation shall not be credited to ARTIST's over scale.

5. Nothing in this Article shall abrogate the rights of the ARTISTS with regard to other provisions of this Agreement including but not limited to Arbitration, Force Majeure, Health Insurance, and the like. To receive such health insurance benefits, ARTIST must be principally involved in the staging of the production, but need not be present for all performances to be credited for each performance, as set forth in Article XVI of this Agreement.

F. Addition Provisions

1. ARTISTS shall be prepared to rehearse in accordance with the parameters set forth in the Standard Artist's Contract, provided said Contract has been signed by ARTIST or his/her agent prior to commencement of rehearsals.

2. Should the STAGE DIRECTOR be required to rehearse alternate casts, provisions shall be made in the individual ARTIST's Contract.

3. The ASSISTANT STAGE DIRECTOR shall represent MANAGEMENT in a timely fashion in the daily scheduling of rehearsal activity.

4. An ASSISTANT STAGE DIRECTOR may not be required to perform on stage in an emergency situation. However, should the need arise, and should the ASSISTANT STAGE DIRECTOR agree, proper compensation shall be negotiated before such appearance occur.

ARTICLE XXX CHORISTERS

A. GENERAL

1. There will be three classifications of CHORISTERS:

Master - Appointed annually by the Music Director of the Company from Regular CHORISTERS.

Regular CHORISTERS who are appearing in their third (or more) Houston Grand Opera production.

Associate - CHORISTERS who are appearing in their first or second Houston Grand Opera production.

2. Any CHORISTER auditioned and/or engaged individually by the Management will fall under the provisions of this Agreement. Specifically excluded from the provisions of this Agreement is an auxiliary chorus.

3. There may be an auxiliary chorus used in productions where all available HGO CHORISTERS have been offered engagement. The auxiliary chorus must be a pre-existing entity which is contracted as a group; the so-contracted group may not include HGO CHORISTERS. It is not the intention of Management to hire individuals as auxiliary choristers instead of hiring Houston Grand Opera CHORISTERS.

4. A list of small roles will be available two (2) weeks prior to the annual auditions and may be cast from those auditions.

5. Names of the CHORISTERS in a production will appear in the program in type at least as large as that used to list the orchestra and the supernumeraries.

6. CHORISTERS performing roles listed in the front of the score will be listed in the program separately with the name of the role. Best efforts will be made to list other roles where prominence or staging might warrant.

7. The MANAGEMENT agrees that administrative functions not specifically listed in this Agreement shall not be requested of, required of, nor done by the AGMA delegate nor any AGMA representative.

8. Each CHORISTER in a given production shall receive two passes for the final dress rehearsal of that production. Best efforts will be made for the passes to

be in the Orchestra Section of the Theater. CHORISTERS not performing in a given production will be allowed to purchase two (2) tickets to a performance of that production one-half (1/2) hour prior to curtain at the discounted student rate, upon presentation of proper ID. Such purchase is available only to the CHORISTER and is not transferable. Further, tickets are on an as available basis.

9. If a clean-shaven appearance is required in any opera, or a requirement of no beard or no mustache, this stipulation shall appear on the contract covering the specific opera if such information is available at that time.

10. When artistically appropriate, the CHORISTER may be requested to wear his or her ordinary street shoes.

11. All chorus parts will be legibly reproduced with all applicable languages printed correctly relevant to the musical notes for the chorus section (soprano, alto, tenor, and bass). Major cuts to be made shall be marked in the parts by MANAGEMENT or will be described in a cover letter attached to the part. Chorus parts will be available fourteen (14) days prior to the first musical rehearsal of the applicable opera, except as may not be possible in the case of a world premiere.

12. Sufficient music stands (for musicals) and chairs for the Chorus shall be provided. As soon as possible, Houston Grand Opera will meet with the AGMA delegate and committee to jointly select rehearsal chairs for CHORISTERS which meet Houston Grand Opera's and CHORISTERS' needs. Houston Grand Opera retains final authority with respect to such selection but will not select chairs about which the AGMA delegate and committee have reasonable objections.

13. All CHORISTERS shall attend rehearsals as scheduled, unless excused by the MANAGEMENT as specified in this agreement.

14. An AGMA delegate and MANAGEMENT will meet during break time or before or after a call to resolve contractual issues. However, matters of safety shall be brought to the immediate attention of MANAGEMENT.

15. The MANAGEMENT may request in advance waivers to be mutually agreed upon by AGMA and the MANAGEMENT.

16. If after contracting, a CHORISTER withdraws from one production in a season without the mutual consent of the CHORISTER and MANAGEMENT, any remaining contracts for that CHORISTER for that season may be terminated.

17. The following are considered "excused" absences:

a. Serious illness requiring a doctor's care which can be verified by a doctor's statement.

b. Death in the immediate family.

c. Absence or tardiness because of personal or business commitments when a rehearsal is rescheduled or added, if the MANAGEMENT is informed promptly after the CHORISTER is notified of the said changed rehearsal.

18. a. Other than those stated above in Paragraph 18, an "excused" absence requires prior written notification to and approval by the MANAGEMENT. If such is not the case, the absence is considered "unexcused".

b. Immediate need or last minute difficulty may necessitate a verbal request by the CHORISTER; however, such a request still requires approval by MANAGEMENT.

19. Should a major problem occur which delays twenty-five (25) percent or more of the chorus from timely arrival, such delay shall be considered excused.

20. Due Process

a. AGMA and the MANAGEMENT agree that any one of the conditions itemized below shall be considered sufficient lack of professional responsibility and commitment to warrant initiation of a procedure which may result in termination of the CHORISTER's contract:

(i) Habitual tardiness: If the CHORISTER is recorded as having three (3) or more instances of unexcused tardiness in a season;

(ii) Unexcused absence: If the CHORISTER has two (2) unexcused absences in a season;

(iii) Unpreparedness: If a CHORISTER:

(a) evidences lack of memorization of text and/or music following the initial staging of a distinct musical section of a scene and,

(b) is given notice of the same; and,

(c) is still unprepared at the subsequent staging of the same material.

(iv) Excessive absenteeism: If a CHORISTER is recorded as having a number of absences, excused or unexcused, which would impair the artistic integrity of a particular production.

b. Should one or more of the above occur, the MANAGEMENT may notify the CHORISTER in writing ("notice of discontinuance"),

with a copy to AGMA, outlining the problem, and stating that:

(1) the CHORISTER is in jeopardy of termination of contract; or

(2) the CHORISTER's contract is terminated.

c. Upon receipt of a copy of the notice of discontinuance, AGMA may request that a Due Process Committee of four (4) representatives be formed consisting of the Chorus Master, an executive from the MANAGEMENT, the AGMA delegate, and one other representative selected by AGMA. It will be this committee's duty to examine the case and make appropriate recommendations. In the event the Due Process Committee is formed, it shall make its recommendations within fifteen (15) days of the notice of discontinuance. Should these four (4) individuals be unable to render a majority recommendation, the opinion of a fifth (5th) party mutually agreed upon shall prevail. The MANAGEMENT agrees not to take any further steps toward termination of the CHORISTER's contract until this recommendation has been evaluated. The MANAGEMENT agrees to notify the CHORISTER in question of its final decision no later than thirty (30) days following the receipt of the recommendation.

d. No public announcement shall be made of the name of the CHORISTER who has been given a letter of discontinuance, it being understood that except for legal rights under this Agreement or otherwise, he or she shall be considered to have resigned.

e. The above procedure shall apply solely to professional responsibility and does not preclude dismissal for just cause. The above procedure shall be applied equally and uniformly and in no way abrogates the provisions of Paragraph 38 (Arbitration) of the Master Agreement.

f. Only in the event of termination following the procedure outlined above, may the MANAGEMENT dismiss a CHORISTER from a work for which that CHORISTER had been previously engaged.

B. COMPENSATION

1. Engagement of CHORISTERS:

a. on a single performance basis:

	as of <u>8/1/99</u>	as of <u>8/1/00</u>	as of <u>8/1/01</u>
Master/Regular	\$136.00	\$142.00	\$150.00

Master/Regular	\$136.00	\$142.00	\$150.00
Associate	\$111.25	\$116.25	\$122.65

b. on an hourly rehearsal basis:

	as of	as of	as of
	<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>
Master/Regular	\$13.50	\$14.25	\$15.00
Associate	9.50	10.25	11.00

2. Overtime pay per hour shall be the equivalent of one and one-half (1 1/2) times the straight time hourly rate. Unless otherwise indicated, all pay shall be at the regular hourly rate. CHORISTERS shall be compensated for all calls from the beginning of the call to the scheduled release time or actual release time, whichever is earlier.

3. All compensation shall be calculated and paid in fifteen (15) minute increments, which shall be the equivalent of one-quarter (1/4) of the applicable hourly rate.

4. Double time (two times the straight time hourly rate) shall apply for the following:

a. Rehearsal hours which extend beyond 12:00 Midnight.

b. Calls on the following holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and Easter.

c. In cases of overlapping overtime conditions.

5. Unless another provision of this Agreement requires otherwise, all rehearsals conducted as scheduled in the rehearsal schedule will be paid at rehearsal straight time rates. An earlier release or later call will not constitute a change. However, all rescheduled or added rehearsals will be paid at the overtime rate unless both of the following conditions are present:

a. Such rescheduled or added rehearsal is either the first or second such rescheduled or added rehearsal for that opera production AND

b. Notice of such rescheduled or added rehearsal shall have

been given to CHORISTERS at least five days prior to such rescheduled or added rehearsal.

6. The Chorus may vote under the administration of the AGMA Representative to change a rehearsal with no increase in rate of compensation or changed call status.

7. A CHORISTER will not be paid for a canceled rehearsal if notified at least eight (8) hours in advance of the scheduled call time of the canceled rehearsal. If not notified, said CHORISTER will be compensated at the two-hour minimum straight time rate. CHORISTERS shall leave current day and night telephone numbers with the MANAGEMENT.

8. A CHORISTER must be notified of a later call four (4) hours prior to the scheduled call, or said CHORISTER will be compensated as originally scheduled. However, in the case of a double service day, a CHORISTER must be notified of a later call for the second service before the end of the first service, or the second service will be compensated as originally scheduled.

9. Any CHORISTER will have a two-hour minimum call, except for warm-up calls.

10. Costume fittings shall be scheduled at the mutual convenience of the company and the performer. A costume call or fitting:

a. which is contiguous to another call, the combined total of which equals or exceeds two hours, shall fulfill the two-hour minimum call.

b. which is not contiguous to another call, shall be compensated for the actual time elapsed or for two hours, whichever is greater.

c. during a rehearsal shall not carry additional compensation.

11. CHORISTERS who perform mute roles, perform in an opera in a supernumerary capacity in a scene not involving their section of the chorus, or who are assigned speaking parts containing four (4) words or less shall be paid an amount equal to one (1) hour at the Master/Regular hourly rehearsal rate for each performance, in addition to CHORISTER's contracted performance rate.

12. CHORISTERS who perform Chorus "bit" singing parts or who are assigned speaking parts containing five (5) words or more shall be paid an amount equal to two and one-half (2 ½) hours at the Master/Regular hourly rehearsal rate for each performance, in addition to CHORISTER's contracted performance rate.

13. A Chorus "bit" part is any part as described above which is not given a

higher classification by AGMA. Any CHORISTER who substitutes for a Chorus "bit" with less than twenty-four (24) hours notice shall be paid double this rate.

14. Any CHORISTER who, in addition to participating in the chorus, also performs solo bit (or higher) roles shall receive no less than the following:

Solo Bit One (1) additional Performance fee at the Master/Regular Chorus Performance rate for each performance of the Solo Bit Role

Supporting Role Two (2) additional Performance fees at the Master/Regular Chorus Performance rate for each performance of the Supporting Role.

15. Individuals, small ensembles, or specially-identified groups called upon to perform under conditions hazardous or of extreme exertion will be compensated at the rate applicable to Chorus "bit".

16. It is recognized that Chorus bits and mute roles may require additional calls at times other than those specified for CHORISTERS without such assignments, in which instances and when contiguous to another call, the straight time hourly rate shall apply.

17. Rehearsal pay checks, based on the total scheduled hourly rehearsal pay, for each opera production shall be issued as follows:

Two (2) weeks following the Friday which follows the first rehearsal for a production, the first pay check (less deductions as necessary) will be issued. Thereafter, at two-week intervals, paychecks (less deductions as necessary and equal in amount to the first paycheck) will be issued. In any event, the final paycheck for scheduled hourly rehearsal pay (less deductions as necessary) will be issued on opening night.

A check representing fifty percent (50%) of the scheduled performance pay (less deductions as necessary) will be issued on Friday of the week following opening night. The balance of all moneys owed (less fines and deductions as necessary) shall be paid on the Friday of the week following closing night.

Pre-rehearsal period shall be treated separately; the paycheck for all hourly rehearsals within the pre-rehearsal period, less fines and deductions as necessary, shall be issued on the Friday of the week following the final rehearsal.

18. CHORISTERS engaged beyond a fifty-five (55) mile radius of the City of Houston shall be paid as follows:

- a. Compensation on a weekly basis:

as of	as of	as of
<u>8/1/99</u>	<u>8/1/00</u>	<u>8/1/01</u>
\$675.00	\$705.00	\$745.00

b. Per Diem: Per diem for CHORISTERS shall be as set forth in Article XXVI E.

c. CHORISTERS engaged on a per performance basis shall receive the hourly rehearsal compensation indicated above for all non-performance calls.

d. Rehearsal and Performance Restrictions: Without limitations the following rehearsal and performance restrictions shall apply to CHORISTERS for out of town engagements:

- (1) In this Article XXX, Section B, Paragraphs 2, 3, 4, and 9.
- (2) In this Article XXX, Section C, Paragraphs 3.a.(1), 3.b.(1), 3.d.
- (3) In this Article XXX, Section C Paragraphs 4.b., 4.c., 4.d., 4.e., 4.f., 4.g., 4.h.
- (4) In this Article XXX, Section C, Paragraphs 5, 6, 7, and 8.
- (5) In this Article XXX, Section D, Paragraphs 3.a., 3.b., 3.c., 3.d., and 3.e.
- (6) CHORISTERS may not be called for rehearsal, except warm-ups, on any day when they are required to give two (2) performances.
- (7) No rehearsal shall commence before 10:00 AM on any day and there shall be no rehearsal within two (2) hours prior to the beginning of a performance (except for warm-ups, as provided for above). No rehearsal shall end after 11:30 PM except a technical or dress rehearsal in which case double time applies after 12:00 midnight.
- (8) CHORISTERS may not be required to give more than seven (7) performances in one week
- (9) If a CHORISTER receiving weekly performance compensation is required to take part in additional performances following a performance week, he/she shall receive an additional compensation of one-seventh (1/7) of the individual contractual performance salary, for each day including non-performance days the CHORISTER is required to stay beyond the 55 mile radius. For additional days of four (4) or more, the CHORISTER must receive his contractual compensation for one full

performance week.

Unless otherwise indicated above in (1) through (9), hours which do not conform to the above restrictions shall be compensated at one and one-half (1 1/2) times the straight hourly rehearsal pay.

19. Run-out Engagements.

CHORISTERS shall receive a transportation allowance (limited to one per day) of \$9.00 per call for engagements within a thirty (30) to fifty-five (55) mile radius of the Wortham Theater Center. Such allowance shall not be paid if MANAGEMENT provides group transport to and from Wortham Theater Center and place of engagement. Run-out engagements do not require payment of a meal allowance.

20. If for any reason a CHORISTER's contract is bought back by the MANAGEMENT, the compensation will be all rehearsal pay through the last attended rehearsal as well as all performance fees.

21. In the event the rehearsal tape is in error and notes a call earlier than required, CHORISTERS shall be compensated for the time in error if they are in attendance in accordance with the rehearsal tape. In the event the rehearsal tape informs CHORISTER of a call later than announced, CHORISTER shall not be fined for his/her tardiness.

C. REHEARSAL AND PERFORMANCE SCHEDULES

1. A preliminary rehearsal and performance schedule for the entire season will be mailed to all CHORISTERS likely to be contracted no later than thirty (30) days prior to the first scheduled musical rehearsal of the season. The rehearsal/performance schedule for each production may be updated, but will be considered final thirty (30) days prior to the production's first rehearsal.

2. Under no circumstances are the following allowed:

a. consecutive "double call" days.

b. any calendar month without a Saturday as a "free day". However in the case of musical productions when the free Saturday for that month may be a free Sunday during on-stage rehearsals because of a combination of: 1) an extended performance run AND 2) final "tech week" requirements.

3. Rehearsals

a. (1). Musical rehearsals shall not extend beyond two and one-half (2 1/2) hours.

(2). Musical rehearsals are allowed on Monday - Friday evenings, and on Saturday and Sunday afternoons or evenings. However, for CHORISTERS contracted for a given production, alternate Wednesday and Thursday musical rehearsals must be scheduled.

(3) Weekday evening musical rehearsals may begin no earlier than 7:00 PM and must end by 10:00 PM. Musical rehearsals on Saturday may begin no earlier than 1:00 PM; musical rehearsals on Sunday may begin no earlier than 2:00 PM.

b. (1) All staging rehearsals, excepting "tech", "piano dress" and rehearsals with orchestra, shall not extend beyond three (3) hours.

(2) All other rehearsals (except for warm-up prior to any call with orchestra) may begin no earlier than 7:00 PM for evenings. Saturday rehearsals may begin no earlier than 1:00 PM. Sunday rehearsals may begin no earlier than 2:00 PM.

c. Notwithstanding the provisions stated above in this section, two rehearsals (musical and/or staging) per production may be held Saturday mornings, beginning no earlier than 10:00 AM.

d. Musical work is allowed during staging rehearsals provided that the musical work does not exceed two (2) hours, including breaks. In a staging where musical work is done, the rehearsal may go until 10:30 PM or three (3) hours.

e. When a double rehearsal day involves ONLY musical rehearsals or staging rehearsals, the hours of rehearsal in that day are limited to six (6) within a span of eight (8). However, if an on stage rehearsal is involved, the hours of rehearsal in that day are limited to six (6) within a span of nine (9).

4. The appropriate of one and one half (1 1/2) times the hourly rehearsal rate shall apply in each of the following instances:

a. calls which do not conform to the times or conditions as stated in this Agreement.

b. in the event a CHORISTER is engaged for more than six (6) hours in one day. This overtime provision does not apply if only Performance hours are involved in a given day.

c. in the event a CHORISTER is engaged for more than thirty (30) hours in one calendar week (Sunday through Saturday).

d. in the event a CHORISTER is not given a 90-minute meal break between calls (120-minute break if second call includes a performance) from conclusion of the prior call, inclusive of dressing time, to the call time for the next service. If the second service is a performance or rehearsal with costume or make-up, the call time shall be the earlier of the start of the warm-up rehearsal or dressing time. The overtime rate is waived if a meal is provided by MANAGEMENT.

e. in the event an orchestra dress rehearsal continues with orchestra beyond 10:45 PM (or 11:45 PM for Spring Opera Festival or the Woodlands), excepting time required to get out of make-up and costume.

f. in the event a CHORISTER works more than ten (10) consecutive days without a "free day".

g. in the event a rehearsal is held sooner than twelve (12) hours following the end of the preceding day's call.

h. in the event a performance call extends beyond midnight.

5. CHORISTERS shall receive one "free day" in each calendar week (Sunday through Saturday).

6. The call for a dress rehearsal or performance shall start one-half hour prior to the beginning of the performance, except that a later call is allowed if the chorus is not used at the beginning of the opera. In no case will the chorus be called later than one-half hour before its entrance. Calls for performances and rehearsals with costumes and make-up shall include thirty (30) minutes both before and after rehearsal for dressing; calls for rehearsals with costume only shall include thirty (30) minutes before and fifteen (15) minutes after rehearsal for dressing.

7. There may be a warm-up rehearsal, not to exceed thirty (30) minutes preceding any orchestra call. This call will be paid as a rehearsal and will fall under the provisions of this Agreement, except that no minimum call will apply.

8. All rehearsals and changes and the next call time shall be posted on the AGMA bulletin board at the end of each rehearsal. When absent from the previous call, it is the CHORISTER's responsibility to call the rehearsal tape.

D. REHEARSAL AND PERFORMANCE PROVISIONS

1. The MANAGEMENT has the authority to excuse any CHORISTER from any call. However, the CHORISTER may attend such call and be paid for it if his or her part is being rehearsed. The CHORISTER will be paid for the actual time in attendance with the two (2) hour minimum not applying.

2. During a rehearsal, early in the season, there shall be a Chorus meeting for explanation of the general rules, company rules, and any other working conditions required by the MANAGEMENT.

3. Rehearsal break times shall be as follows:

a. Musical - There shall be two ten minute breaks. The first break shall not occur earlier than forty-five (45) minutes or later than sixty (60) minutes into the rehearsal. The second break shall not occur sooner than forty-five (45) minutes or later than sixty (60) minutes after the first break.

b. Staging – A ten (10) minute break for each ninety (90) minute rehearsal period or a twenty (20) minute break for a three hour rehearsal period. During a staging rehearsal on a raked stage or when CHORISTERS actively rehearse throughout the rehearsal, a ten (10) minute break will be taken no sooner than forty-five (45) minutes and no later than sixty (60) minutes after the start of the rehearsal and a second ten (10) minute break will be taken no sooner than forty-five (45) minutes and no later than sixty (60) minutes after the conclusion of the prior break. For all other staging rehearsals, a twenty (20) minute break may be taken at the mid-point of the rehearsal period. A break during staging rehearsals may be delayed by up to ten (10) minutes if such a delay is needed to finish an act or scene. In no event shall a rehearsal continue more than ninety (90) minutes without a break.

c. Sitzprobe/Wandelprobe - The chorus will receive the same break as the orchestra.

d. Technical, Piano Dress and Orchestra Staging - Five (5) minutes of break time per hour will accrue. Breaks may be taken at times convenient to the stage management, but at no time may more than two (2) hours of rehearsal occur before a formal break is given. Breaks will not be given at the beginning of the rehearsal. An additional five (5) minutes of break per hour will be given when the chorus is continually required for more than ninety (90) minutes.

e. Orchestra Dresses - These rehearsals will be treated as performances with no special breaks; however, if a rehearsal continues with orchestra beyond 10:45 PM, five (5) minutes of break time per hour will accrue.

4. A "break" shall constitute time free from musical or staging duties beginning with the announcement of the break until the specified time has elapsed. Picking up props and re-costuming required to resume rehearsal shall not take place during the break. The MANAGEMENT and the CHORISTER alike share responsibility for attending to elapsed break time and prompt return from a break.

5. If a scheduled rehearsal room call is switched from rehearsing opera "A" to rehearsing opera "B", it will be considered a rescheduled rehearsal for any

CHORISTER not in opera "A".

6. Each CHORISTER contracted will receive from the MANAGEMENT a basic make-up kit for which the CHORISTER is responsible. Loss of the kit or items will bear a replacement cost. Any special make-up required for a given production, which is not in the kit, shall be furnished by the MANAGEMENT. The MANAGEMENT will provide tissues, make-up remover and soap. A CHORISTER's make-up plot shall be provided to all CHORISTERS no later than the first rehearsal for which make-up is required.

7. CHORISTERS may be required to wear stage makeup for no more than three (3) dress rehearsals per production.

8. Costume changes shall not be required during breaks, except for orchestra dress rehearsals where run-of-show timings are being sought.

9. Dressing room assignments shall be made by the MANAGEMENT to be as uncrowded as possible. There shall be no more cast members in any dressing room used by the chorus than there are dressing areas with lighted mirror and table, unless approved by the AGMA Representative. Planning shall ensure that at least one dresser shall be in each chorus dressing room at all times as may be required. There shall be at least one chair or stool for each cast member in the dressing rooms used by the chorus. In no event shall CHORISTERS be assigned to dressing rooms in which children are assigned to dress.

10. During the half-hour period before curtain in dress rehearsals and performances, the MANAGEMENT shall provide a lock box for CHORISTERS to secure valuables. The MANAGEMENT cannot assume responsibility for said valuables.

11. The MANAGEMENT is responsible for insuring that each dressing room used by the Chorus will have a working stage monitor and call speaker no later than the first rehearsal in which the dressing room is used by the Chorus. The volume of these speakers must be of sufficient level to be heard above the normal dressing room noise levels. These speakers are to be used during every rehearsal in which the dressing room is used by the Chorus.

12. As permitted by the physical production, the MANAGEMENT is responsible for insuring that working closed-circuit television monitors showing the conductor's image for both the wings and the backstage area are in place and in use by the first rehearsal on stage.

13. A CHORISTER shall not be required to carry another person or heavy object (either alone or with another CHORISTER) if he/she objects.

14. The MANAGEMENT shall provide a Red Cross approved first aid kit

during all rehearsals on stage and during all performances. The MANAGEMENT will use best efforts to obtain the services of a Red Cross nurse for all stage rehearsals and performances.

E. ENGAGEMENT AND RE-ENGAGEMENT

1. CHORISTERS may be required to audition by the MANAGEMENT. An AGMA representative must be present at any audition where a CHORISTER is being auditioned.

2. Artistic considerations are MANAGEMENT's primary criteria for hiring of CHORISTERS for HGO productions. Beyond this, all other factors being equal, MANAGEMENT will use best efforts to give first consideration to hiring local singers for the chorus.

3. As soon as possible, but no later than June 15th of each year, a letter will be sent to each CHORISTER. This letter will contain:

a. a description of the next season, audition dates, performance dates, Chorus requirements of each production (number of men and women), known staging and costume requirements, a synopsis of new works, any cast members and conductors/directors who have been contracted, plus any other pertinent information.

b. a questionnaire listing each production and asking the CHORISTERS for which productions they would like to be considered. The CHORISTER shall return the questionnaire within fourteen (14) days of its mailing.

c. an explanation that this is not a commitment by the MANAGEMENT to contract.

4. For purposes of contracting, the following shall be considered separate "seasons": main season (September through May); Spring Opera Festival; world premieres; and musicals. Thirty (30) days prior to the first rehearsal for a given season, separate individual AGMA contracts for each production in that season will be sent to eighty percent (80%) of the total number of CHORISTERS being engaged for that show. Signed contracts must be returned by the CHORISTER within fourteen (14) days of the contract's mailing. All references to timing relative to the beginning of the season shall apply separately to each "season" as defined above.

5. New CHORISTERS or CHORISTERS who have not been in productions for two or more years must return signed contracts in person at a time mutually convenient and during which time measurements can be taken. Returning CHORISTERS are responsible for returning, at the time signed contracts are returned, accurate and current measurements on the form provided by the MANAGEMENT.

6. In those instances where it is anticipated that a current CHORISTER may not be contracted for the incipient season, that CHORISTER will receive notification to that effect prior to November 1 of the season involved. The CHORISTER so notified shall be entitled to an audition, at which an AGMA representative must be present and, within two (2) weeks of such audition, the results of that audition and its determination shall be communicated to the CHORISTER. No public announcement shall be made of the name of the CHORISTER who has been given this letter, it being understood that except for purpose of their legal rights under this Agreement or otherwise, he or she shall be considered to have resigned.

7. This Agreement shall be made available to CHORISTERS and prospective CHORISTERS at the time their first contract of the season is issued.

ARTICLE XXXI – CORPS DANCERS

All conditions concerning the engagement of CORPS DANCERS shall be the same as those concerning the engagement of CHORISTERS as specified in this Agreement, provided that with the approval of the CORPS DANCERS involved and following notification of AGMA, certain rehearsal restrictions and advance contracting provisions for CHORISTERS may not apply to CORPS DANCERS.

ARTICLE XXXII - CLEANLINESS AND FURNISHING OF COSTUMES AND WIGS -ALL ARTISTS

A. MANAGEMENT agrees to supply each ARTIST with all costumes, wigs, and shoes (except ordinary street shoes) and all special accessories required for his/her performances.

B. Before the beginning of each production MANAGEMENT will check all costumes and wigs to be used by ARTISTS for cleanliness and:

1. Wash all linens, stockings, tights, leotards, shirts, etc. (all washable items).
2. Dry-clean one complete set of each costume.
3. Clean and dress all wigs prior to first use by ARTIST.

C. Tights, stockings and leotards to be used in performance shall be washed prior to each performance, unless such items have been worn by same ARTIST no more than once before

D. The responsibility for the care of any costume or accessory while it is being worn by ARTIST shall be upon ARTIST, provided that the terms of this Article have been complied with by MANAGEMENT unless damage is caused by

problems with sets, props, or other personnel beyond the control of ARTIST.

E. MANAGEMENT shall clean all garments worn next to the body prior to their use by ARTIST, except if such costume has been used by same ARTIST in the preceding performance of the same opera.

F. Calls for costume fittings, in or out of the theater, shall be counted as rehearsal time for the length of the call, with a minimum of one (1) hour.

ARTICLE XXXIII - REHEARSAL, DRESSING ROOM AND PERFORMANCE FACILITIES AND CONDITIONS

A. In each theater where ARTIST performs, there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities for both men and women.

B. All rehearsal rooms shall be maintained in clean condition..

C. Before each performance the stage shall be washed down with soap, water and germicide.

D. After each setting of the stage, it shall be checked for loose nails, splinters and firmness of sets. MANAGEMENT agrees to be responsible for such a check and shall instruct the proper persons to eliminate any hazards that may exist.

E. There shall be no smoke or fog effects utilized, except for those generated by water vapor or dry ice or other harmless technology currently or yet to be developed, the harmless nature of which shall be evidenced to AGMA. MANAGEMENT may request approval of the use of any other smoke or fog effect so long as it can be demonstrated that ARTISTS will not be adversely affected because of their location such approval not to be unreasonably withheld. In the event that any other smoke or fog effect is used which has not been approved by AGMA, AGMA shall inform MANAGEMENT which shall immediately cease the effect and eliminate the effect from the area.

F. MANAGEMENT will provide reasonable safeguards to each individual artist to avoid potential injury to ARTIST, and ARTIST will abide by reasonable safety rules and policies of MANAGEMENT.

G. In productions with fight scenes requiring weapons, a qualified fight instructor must be used.

H. MANAGEMENT will provide reasonable safekeeping of wallets and other valuables while ARTISTS are working in the theater.

I. Filtered water fountains or water coolers shall be provided in all

dressing room areas.

J. An official AGMA bulletin board shall be provided by MANAGEMENT at all regularly used rehearsal and performance locations. A designated AGMA space shall be provided at all alternate rehearsal locations in lieu of the bulletin board.

K. The official time of the Houston Grand Opera shall be the time broadcast by the National Bureau of Standards

ARTICLE XXXIV- MILITARY SERVICE OF ARTIST

If ARTIST is called to report to Military active Service or reserves, ARTIST may cancel his/her contract by giving MANAGEMENT as much notice as the circumstances will permit, and MANAGEMENT agrees to pay ARTIST's transportation to the place of origination of the company, or of the city where ARTIST was engaged, if it is other than the city of origination, and ARTIST shall not be obligated for the payment of the fare of his/her successor.

XXXV - PROMOTIONAL RECORDING

A. Except as set forth in this Article, MANAGEMENT shall not record by any means whatsoever or release, distribute or broadcast any recording. However, for recording or broadcasting activity which does not fall within the provisions of this Article, MANAGEMENT may request approval from AGMA and AGMA will consider such request in a timely fashion; AGMA and MANAGEMENT agree that any approved requests nonetheless will require Artist's consent.

B. To the extent not otherwise covered by other contractual relationships, AGMA and Artist agree that by signing the Standard Artist's contract form, Artist shall have given consent to the broadcast and recording activity set forth in this Article

C. No broadcast or recording of any kind (audio and/or visual) shall be made of Artists in rehearsal or performance without forty-eight (48) hours specific prior written notification to Artists and AGMA specifying the nature and timing of such broadcast or recording except in the case of a promotional opportunity which could not have been reasonably anticipated in which case notice shall be given as soon as possible.

D. MANAGEMENT may record

1. Performances

2. Orchestra dress rehearsals
3. Up to thirty (30) minutes of stage rehearsal(s) other than Orchestra Dress rehearsals.
4. Up to thirty (30) minutes of a rehearsal other than a stage rehearsal or orchestra dress rehearsal with the prior permission of the Principal Artists involved in said rehearsal.
5. Interview with an Artist or Artists provided the Artist(s) involved have given their prior permission.

E. For the performances and rehearsals recorded pursuant to D above, MANAGEMENT may produce, distribute, or release for broadcast as specified in this paragraph without additional compensation to Artists, provided that no one else involved in the performance or rehearsal receives additional compensation. If additional compensation is provided to any person involved in the performance or rehearsal, Artists shall be compensated in accordance with G. below.

1. Archival recordings which may be used only for review or study of staging by the Stage Director, Assistant Director, Stage Manager, Assistant Stage Manager, Choreographer, Conductor/Music Director, Singers, Dancers, potential co-producers or renting companies and MANAGEMENT staff directly involved in the production. MANAGEMENT shall not permit duplication of any archival recording or other release in whole or in part, whether public or otherwise, except as otherwise provided in this Article. Prior to any release of such recording from its custody, MANAGEMENT will require that the user adhere to the provisions of this paragraph and require indemnification by user against damages, including the payments required by G. below, which may result from any unauthorized release. Archival recordings shall carry the following disclaimer:

This recording was created for the archival record of the physical production only and no way is intended to represent the creative or artistic talents of the artists involved.

MANAGEMENT assumes the responsibility to assure that archival recordings which are duplicated for review are, in themselves not capable of being duplicated should that technology be readily and reasonably available

2. Up to three minutes (3), or where government funding sources require a greater number of minutes, the number of minutes so required, for viewing by potential government or foundation funding sources. MANAGEMENT will require that the government or foundation entity adhere to the provisions of E (1) above and, where legally possible, require indemnification by user against damages, including the payments required by G below which may result from unauthorized release.

3. Up to thirty minutes (30) documenting MANAGEMENT's process of producing an opera or of ARTIST's professional activities (e.g., a documentary) provided that there are no sales of the product and that any television or radio broadcast is local.

4. Up to thirty minutes (30) for the education of new audiences (e.g., children, culturally isolated publics, public services) provided that there are no sales of the product and that any television or radio broadcast is local.

5. Up to five minutes (5) for civic promotion or education of publicly elected officials.

6. Up to three minutes (3) for news broadcasts or telecasts.

7. Up to five minutes (5) for inclusion in a regularly scheduled "magazine format" public broadcast or telecast.

8. Up to three minutes (3) for promotional, marketing, individual donor/fundraising purposes, or any 'not-for-profit' activity which may enhance the current or future sales, fundraising, reputation, or recognition of MANAGEMENT or its affiliates.

9. One (1) live or one (1) tape delayed local radio broadcast of each production.

F. To the extent MANAGEMENT can require or control such credit, AGMA and each Principal ARTIST recorded and each member of the Assistant Stage Director will receive name credit, and the chorus and dancers will be collectively credited in the released or distributed material.

G. Other than as provided above, should there be any release, distribution, sale, or any other use made of any rehearsal, performance, or interview recordings, MANAGEMENT agrees to compensate all ARTISTS involved in the production, including Stage Directors, Choreographers, Assistant Stage Directors, Stage Managers, Assistant Stage Managers, chorus, and dancers, at the rates set forth below, or at the rates specified in the Standard ARTIST's Contract, whichever is higher. If said release, distribution, sale, or other use is beyond the reasonable control of MANAGEMENT, the payment provisions of this paragraph shall not be applicable.

1. For any activity for which AFTRA or SAG rates are specified and contained in negotiated agreements with said appropriate union, the specified AFTRA or SAG rates, including required imprint payments, which may be paid retroactively, royalty payments, benefit payments, and dues deductions, provided that should anyone else involved in the rehearsal, performance or interview, other

than individuals whose function is solely related to the recording, such as recording engineers, media directors, sound mixing technicians, cameramen, and the like, receive compensation above minimum as that minimum is defined in a collective bargaining agreement or other similar contract covering such individual, all ARTISTS' compensation shall be similarly increased.

2. For any release, sale, distribution or other use for which AFTRA or SAG rates do not exist, MANAGEMENT agrees to negotiate payment to ARTISTS with AGMA, provided that such negotiation must occur before the actual release. Otherwise, AGMA may require the payment by MANAGEMENT of rates to be determined by AGMA, such rates to be reasonably within established industry minimums for the type or, character of the release, sale, distribution or other use involved.

3. MANAGEMENT agrees to notify AGMA national office of any release, sale, distribution or other use for which payment is required under this Article.

H. AGMA, ARTISTS and MANAGEMENT shall work together to aggressively identify and eliminate unauthorized or pirated tapes of rehearsal or performances. Further, AGMA and MANAGEMENT shall cooperate to discourage and/or prevent the creation and/or distribution of unauthorized recordings in whatever manner they may deem appropriate.

I. The following language will be inserted in the Standard ARTIST's Contract:

PLEASE TAKE NOTICE:

Unless this Standard Artist's Contract provides otherwise, by signing this contract, Artist is agreeing to allow certain taping and recording of rehearsal and performance activities and release and distributions of such recordings in accordance with the minimum rates of the labor organization with jurisdiction over the release or distribution media. Please be certain you are familiar with the terms and conditions of the Master Agreement between AGMA and MANAGEMENT. If you have any questions, please call the AGMA national office at (212) 265-3687.

ARTICLE XXXVI - ENGAGEMENT OF ALIEN ARTISTS

MANAGEMENT recognizes that the Opera Company is and shall remain a predominantly American organization. All non-leading roles shall be assigned to American ARTISTS unless, for extraordinary artistic reasons, MANAGEMENT finds it necessary to assign such a role to a foreign ARTIST. MANAGEMENT shall continue to have the right to engage foreign ARTISTS of proven distinguished merit and ability for leading roles. The term "foreign artist" as used herein shall mean only a non-resident alien. AGMA agrees that nationality or national origin shall not be a criterion for eligibility for membership in AGMA in the case of an ARTIST's

engagement, pursuant to the provisions of this Article. Canadian ARTISTS, for these purposes, shall not be considered “foreign ARTISTS.”

ARTICLE XXXVII - HOTEL RESERVATIONS

MANAGEMENT shall be responsible for securing hotel reservations and shall furnish all ARTISTS a list of accommodations at different price ranges. Two (2) weeks prior to the first (1st) week of rehearsals or performance, whichever is earlier, the advance agent or company manager will submit to all ARTISTS of the company a list of available accommodations at the various price ranges. Within one (1) week thereafter, ARTIST shall indicate his/her acceptance or his/her preference to arrange for his own accommodations. Unless ARTIST notifies the company manager of his/her acceptance of such accommodations and the associated financial liabilities, MANAGEMENT shall be relieved of further responsibility. If ARTIST complies with this requirement and does not receive accommodations upon arrival, s/he shall not be required to rehearse or perform until such accommodations are made available. However, should circumstances beyond the control of MANAGEMENT (such as a hotel confirming a reservation and its not being available upon arrival of ARTIST) make it impossible for MANAGEMENT to provide the proposed accommodations, ARTIST shall not avail him/herself of such right, and MANAGEMENT shall provide other accommodations which are of the same or better quality.

ARTICLE XXXVIII - SICK LEAVE

Any ARTIST engaged by MANAGEMENT on a weekly basis shall be entitled to a maximum of fourteen (14) days continuous or non-continuous sick leave, with full pay, commencing with the first (1st) day of said sickness, provided that ARTIST has been under contract to MANAGEMENT for three (3) consecutive months after the engagement, series of engagements, or tour has opened. Until three (3) consecutive months of employment shall have elapsed, but nevertheless commencing with the first (1st) day of the engagement, series of engagements or tour, each ARTIST shall receive paid sick leave which may be taken continuously or non-continuously, in accordance with the following schedule:

After two (2) weeks of continuous employment - one (1) day sick leave;

After four (4) weeks of continuous employment - three (3) days sick leave;

After six (6) weeks of continuous employment - five (5) days sick leave;

After eight (8) weeks of continuous employment - seven (7) days sick leave;

After ten (10) weeks of continuous employment - ten (10) days sick leave.

MANAGEMENT may investigate the illness of ARTIST, and in such an event, MANAGEMENT shall provide its own physician at its own cost.

ARTICLE XXXIX - ARBITRATION

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

1. “Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof, or the engagement of ARTIST hereunder, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator or in default of such appointment, such arbitrator shall be named forthwith by the American Arbitration Association. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed shall be binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction.”

2. “In the event there is a controversy or claim involving the sum of Five Hundred (\$500.00) Dollars or less arising out of, or relating to this contract or the breach or interpretation thereof or the engagement of artists hereunder, it shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Either party may demand such arbitration in writing. The parties shall select a single arbitrator within a period of five (5) days thereafter from a panel submitted to them by the American Arbitration Association. In the event of a disagreement upon such arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award made by the arbitrator so appointed shall be binding upon both parties, and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction.”

3. Upon request of MANAGEMENT, AGMA agrees to aid in the enforcement of any arbitration award against its members by proper disciplinary

action in accordance with the award, the AGMA Constitution and By-Laws, and applicable law.

B. Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, or the engagement of any ARTIST hereunder, or the ability of ARTIST to perform hereunder, shall be settled by arbitration in the same manner as is provided in the quoted portions of Article XXXVIII.A.

C. All arbitrations between MANAGEMENT and ARTIST and/or between MANAGEMENT and AGMA shall take place in Houston, Texas.

D. The initial grievance must be filed within sixty (60) days of the occurrence, and any resulting demand for arbitration must be within ninety (90) days of the filing of the grievance. Failure by any party to follow any of the prescribed procedures shall render the claim null and void.

ARTICLE XL - FORCE MAJEURE

It is agreed that if MANAGEMENT cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, MANAGEMENT shall notify ARTIST thereof, in writing, and thereafter ARTIST shall receive the per diem or hotel plus meal allowance, as appropriate, set forth herein for all days ARTIST is required to remain in city of origination during force majeure and any added days because of a practical impossibility to leave such city and to return to ARTIST's domicile. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to ARTIST, either party may terminate this contract and MANAGEMENT will pay for all services rendered to date, and for transportation back to ARTIST's domicile in the event the company is out of town at the time. The term "war" shall not include a war in which the USA is not a party, unless such a war between foreign governments affects the USA in such a way as to make the execution of this contract impossible or unfeasible. Should MANAGEMENT invoke the provisions of this Article because of the war, MANAGEMENT agrees to give ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such case, the Article shall apply only upon the expiration of such notice period.

ARTICLE XLI - TERM OF THIS AGREEMENT

A. The term of this Agreement shall commence on August 1, 1999 through July 31, 2002, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to the minimums and terms and conditions contained in such new Agreement as may be entered into between AGMA and the

MANAGEMENT for the next succeeding seasons.

B. All ARTISTS' per diems, meal allowances, health coverage contributions, and wages based on the previous Agreement for services rendered between August 1, 1999 and the date of the execution of this Agreement, which are less than those negotiated herein for said period, shall be increased retroactively from August 1, 1999

ARTICLE XLII - OBLIGATIONS OF SIGNATORIES

It is understood and agreed that David Gockely who is signing this Agreement on behalf of MANAGEMENT as agent and representative of MANAGEMENT hereby warrants and represents that s/he has the requisite authority as an agent and representative of MANAGEMENT to sign this Agreement on behalf of, and to bind MANAGEMENT.

ARTICLE XLIII - AGREEMENT BINDING ON OTHER PARTIES

This Agreement shall be known as the MASTER AGREEMENT Between AGMA and HOUSTON GRAND OPERA ASSOCIATION and shall 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 MANAGEMENT agrees that its signature to this Agreement shall likewise bind any and all subsidiary companies engaged in the production or management of Opera, Concerts, Concert Revues, Dance, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

ARTICLE XLIV - 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 provisions thereof.

ARTICLE XLV - FAILURE TO INSIST UPON PERFORMANCE

The failure of AGMA, ARTIST or MANAGEMENT to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies they may have and shall not be deemed a waiver of any subsequent breach or default on the part of any party hereto.

ARTICLE XLVI – LAWS GOVERNING

This Agreement and its attachments shall be subject to, be construed by, and the right of all parties thereto shall be determined by the Laws in the State in which MANAGEMENT principally conducts business

ARTICLE XLVII - AVAILABILITY OF AGREEMENT

MANAGEMENT shall facilitate the posting and distribution by AGMA of notices to ARTISTS. Such notices may include the availability of this Agreement and all other Agreements pursuant hereto, the names and phone numbers of AGMA delegates and representatives, and other relevant information.

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

FOR THE AMERICAN GUILD OF
OPERA
MUSICAL ARTISTS

FOR HOUSTON GRAND

(Title)

(Title)

In the presence of:

In the presence of:

DATE: _____

DATE: _____