



Actors' Equity Association

165 West 46th Street, New York, NY 10036

212-869-8530 (phone)

showcasenyc@actorsequity.org

www.actorsequity.org

Dear Basic Showcase Producer:

Enclosed with this letter you will find the Basic Showcase Application Form. This application must be submitted to the Showcase Department **two weeks prior to your first rehearsal**. If you need assistance or have questions concerning the completion of this form, please feel free to contact us.

You must also submit the following documentation:

1. A breakdown of your Showcase budget expenses. Your budget cannot exceed \$35,000 *exclusive* of AEA stipends, and no person engaged in any capacity for your Showcase shall receive more remuneration than any Equity member.
2. Proof that you have the rights to produce the play, i.e., a copy of the executed agreement from the play service or a signed letter from the playwright granting permission. (This rule does not apply in the case of public domain works.)
3. Producer must provide proof of volunteer accident insurance to cover all Actors at interviews, auditions, rehearsals and performances and must include such proof with the Application. Equity does NOT keep insurance policies on file. If the theater has the appropriate insurance you must obtain a copy of their policy. If you are utilizing a different rehearsal venue than that of your performances, please be aware that the performance venue's insurance will most likely NOT cover the actors at a different rehearsal venue. **General Liability insurance DOES NOT cover the actors in the event of an accident**. Please check carefully what type of policy it is that you obtain. Included with this packet you will find referrals for companies who provide volunteer accident insurance policies.
4. If your Showcase is being produced in an outdoor venue, such as a city park, please submit copies of all approved Parks & Recreation permits for your location.
5. You must provide a *contact name, address and phone number* for all correspondence pertinent to your showcase. If possible, please also provide an e-mail address and/or a fax number. Upon approval of your Application, Equity will contact you about picking up your required approval materials: the Showcase Producer Kit, Equity Signature Page and Showcase Deputy Packet. If you have not heard from Equity by the first rehearsal, please contact the Showcase Department. This may mean your Application has not been approved or that we are still in need of your cast list. Producers and Actors are in violation of the Code if the Signature Page is not on file with Equity by the end of the first week of the rehearsal.
6. Required Materials. Failure to file the following materials by the date indicated will place the producer on the defaulting producers list.
 - Signature Page – submitted by the end of the first week of rehearsal
 - Program – submitted by the first performance
 - Final Expense Report – submitted no later than 10 days after final performance

7. If you elect to do more than 12 performances each Equity Actor is to receive \$10 (Ten Dollars) per extra performance. (Limit: 16 performances). This is in addition to the basic transportation reimbursement. (*This applies to a Basic Showcase Production.*)

In addition, you should also be aware of the following rules governing Basic Showcases:

- Unless Equity shall otherwise order, an Actor may not be required to alternate with an Understudy or successor.
- Members of the industry, i.e., bona fide Equity franchised agents, casting directors, professional producers, choreographers, playwrights, and directors shall receive **complimentary tickets**. Remember you are producing a "Showcase" and our members are foregoing regular contractual prerogatives in exchange for appearing in your production; therefore, it is only reasonable to expect to have an opportunity to perform before industry representatives.
- Video or audio recording, in whole or in part, of any Showcase production, for ANY reason, is **NOT** allowed.
- The **rehearsal period** of a Showcase production cannot exceed a total of 128 hours scheduled over a maximum of five consecutive weeks.
- The **performance period** of a Basic Showcase production cannot exceed four consecutive weeks.
- With the exception of paid newspaper or broadcast ads, but including **all flyers, internet, posters, postcards, brochures, invitations, etc.**, all Equity Members shall have their names listed. The Equity members' names will be designated by an asterisk (*) with the indication that "these Actors are appearing courtesy of Actors' Equity Association." Publicity and programs must also include the phrase "Equity approved Showcase."
- You may not require or request any type of financial contributions, tuition, fees, etc. from Equity members to supplement your production.
- Equity Members shall, upon presentation of a paid-up AEA card, be admitted to the Theatre, at no cost, on a standby basis.

While this addresses some of the most frequently asked producer questions, it by no means represents the entire Showcase Code. Please consult the appropriate Showcase Code Rulebook for a complete listing of the rules governing the Showcase Codes.

We wish you much success with your Showcase production.

Sincerely,

Showcase Department
ACTORS' EQUITY ASSOCIATION



New York City Showcase Code Insurance Coverage

Showcase Producers are required to have accident/medical coverage for all Equity Members engaged under the Showcase Code.

**PRODUCER MUST ATTACH PROOF OF INSURANCE COVERAGE TO EACH APPLICATION.
EQUITY DOES NOT KEEP INSURANCE POLICIES ON FILE.**

This coverage must be in place in all spaces to which any Actors are called. If the theatre's rental agreement provides accident insurance which covers our Actors, please obtain a statement from the theatre stating the Actors are covered or attach a copy of their insurance. If you obtain your own coverage, the insurance company will give you verification of purchase or you may request that they notify Equity directly.

You may consult any insurance company of your choosing. While we do not endorse any particular company, we know that the firms listed below provide short-term (volunteer) accident insurance. Proof of such coverage is required before your application can be approved.

<p>THE CIMA COMPANIES INC.</p> <p>1800 N. Beauregard Suite 100 West Virginia, 22311 Phone: (703) 739-9300 Ext. 7301 Fax: (703) 739-0761 www.cimaworld.com</p>	<p>INSUREVENTS</p> <p>www.insurevents.com</p>
<p>OTTO PORAZZO</p> <p>Robertson Taylor (North America), Inc. 70 West 40th Street, Mezzanine Level New York, Ny 10018 Phone: (212) 279-4519 Ext. 107 Fax: (212) 279-4536 otto.porrazzo@rtna.us www.robertson-taylor.com</p>	<p>STARR COMPANIES</p> <p>Phone: 646-227-6400 www.starrcompanies.com</p>

Equity Use

Date Received:

Show Name:



AEA SHOWCASE CODE REGISTRATION

This application and all collateral material must be executed and filed with Equity no later than 14 days prior to the start of rehearsals or a penalty will be applied.

Please complete and return to:

showcasenyc@actorsequity.org
 SHOWCASE DEPARTMENT
 ACTORS' EQUITY ASSOCIATION
 165 WEST 46th STREET
 NEW YORK, NY 10036

1. Producing Organization

Name of producing organization: _____

Single-unit Producer Group of Individuals 501(c)(3) Organization

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Name: _____ Email: _____

2. Production Information

Title of Show: _____

Author(s): _____

Name of producer(s): _____

Type of production (check one): Drama Musical Material is (check one): New Existing Work

Is the material in the Public Domain? Yes No

Has this material been previously produced under a Showcase code? Yes No

Name of person(s) financing this production: _____

First rehearsal date: _____ First performance date: _____ Closing date: _____

Number of performances: _____ Top Ticket price: _____

Performance schedule: _____

Curtain time(s): _____

Note: In no event may there be more than one two-performance day per week.

3. Locations

Name of performance venue: _____

Address: _____

Phone: _____ Number of seats (maximum of 99 allowed): _____

Rented Venue Producing Venue (Check One)

(more)



SHOWCASE CODE (NYC) RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS

This Agreement is made between Actors' Equity Association (hereinafter called "Equity") as the exclusive bargaining representative of its members appearing in a Showcase Production and _____ (hereinafter called "Producer"). By signing this document, the Producer of the referenced Code Production agrees to the following terms and obligations.

(A) General

- (1) The Code Producer hereby assumes obligations to make certain payments as specified in this Article to AEA members who participate in such Code Producer's Code production ("Code participants") upon subsequent exploitation of the property. The terms and conditions of the Code Producer's obligations as hereinafter set forth shall be interpreted in conformity with the Consent Judgment in *Weller v. AEA*, 80 Civ. 6084, filed in U.S.D.Ct., S.D.N.Y., November 5, 1981, which shall be deemed incorporated herein.
- (2) The Code Producer's obligations commence, and the AEA member's rights vest, on the first day of the member's participation in the Code production, regardless of whether the member's role is subsequently written out of the play.
- (3) The Code Producer shall furnish any documents or information required by AEA for implementation of the provisions contained herein.

(B) Conversion to an AEA Contract Production

- (1) In the event that a Code production is immediately converted to a contract production containing a provision ("Subsidiary Rights clause") requiring the contract Producer to make bona fide offers, or payments in lieu thereof, to AEA members who appear in the Code production or
- (2) In the event of a contract production within the time period specified in the applicable Subsidiary Rights clause, of a property which has been performed or rehearsed under the Code; then
 - (a) All original Code participants who performed in the first paid public performance shall receive a bona fide offer in writing with a copy to AEA to perform their identical function, or payments in lieu thereof, as set forth in the applicable Subsidiary Rights clause prevailing at the time of the contract production.
 - (b) When more than one AEA member has performed the identical function in the Code production and no such member receives a bona fide offer to perform such function in this production then all members who performed said function will share in such monies. All payments due hereunder shall be made to AEA for distribution among the Code Actors in such proportion, as AEA finds appropriate.
 - (c) In cases where there is a transfer to LORT, payments due hereunder shall be made to the Equity/LORT Subsidiary Rights Trust Fund, which shall distribute the monies among the original performers, where such is due.
 - (d) Except as outlined in 1(D) below, in the event that the Code Producer notifies subsequent producing interests and AEA, in writing, of the Code production, the Code Producer shall have no further obligation under this provision.

Showcase Code Rights and Obligations to Future Productions

(C) Conversion of Revivals

- (1) In the case of a code production of a revival (of a property previously produced under an AEA contract), the provisions of 1(B) apply if the subsequent contract production results from the code production.
- (2) In the event of dispute as to the code origins of a contract production the final determination shall be made by AEA.
- (3) Where the contract production following a code production of a revival is a production under the LORT Agreement, then neither the code Producer nor the LORT Producer shall have any obligation to make conversion payments, anything to the contrary in this code notwithstanding.

(D) Multiple Code Productions of the Same Property (Other than Revivals)

If two (or more) Code productions of the same property are followed by a contract production, and both or all such Code productions occurred within the time period specified in the Subsidiary Rights clause applicable to the contract production, then the Code participants and Code Producer understand and acknowledge that:

- (1) The contract Producer's obligation shall be to the Code participants from the initial Code production.
- (2) Subsequent Code participants shall not be eligible for Subsidiary Rights payments until all prior Code participants' rights have expired under the provisions of the first contract production.

(E) Conversion to Other Media

- (1) In the event a property rehearsed or performed under the Code is subsequently produced in another medium (e.g. motion picture, television, videotape) whether now existing or developed in the future ("Other Media"), and the disposition of the rights for such Other Media production is made within four years from the close of the Code production regardless of when such Other Media production is actually produced, the Code Producer agrees that up to a maximum of 50% of Code Producer's total proceeds from subsequent exploitation of the property shall be used exclusively to reimburse each Code Participant until an amount equal to five weeks salary under the production contract is paid (at applicable rate at time of the disposition of those rights), except that said five weeks production contract salary shall be reduced, in the event of a contract production following the Code production and before the Other Media production, by the amounts paid by the contract Producer pursuant to the Subsidiary Rights clause applicable to such contract production (or, if a Code participant had received a bona fide offer to perform in such contract production, the amount the participant would have received in payments in lieu had he not received such offer).
- (2) "Proceeds from subsequent exploitation" means proceeds from any and all exploitation of the property in any media throughout the world in which the Code Producer or his financial backers are entitled to share, including but not limited to Other Media, contract productions, other stage productions and any and all other exploitation generally known as "Subsidiary Rights".
- (3) In the event that the AEA Code participants are engaged to perform their identical function in another media, according to terms approved by AEA and SAG-AFTRA, the Code Producer shall no longer be liable under this provision.

Showcase Code Rights and Obligations to Future Productions

(4) The Code Producer shall be responsible for notifying Equity, or cause Equity to be notified, in writing, of any disposition of the rights for such Other Media production within 30 days of said disposition. Failure to provide Equity with the aforesaid timely notification of the disposition of media rights shall render the Code Producer liable for breach payments of two weeks Production Contract salary at applicable rate at the time of the disposition of those rights to each Actor, Stage Manager, and Understudy in addition all other monies required hereunder.

(F) Payments

(1) Other Media conversion payments shall be due upon receipt of proceeds by the Code Producer and shall be payable to AEA, to be held in escrow, to be distributed to the Code participants.

(2) AEA Members acknowledge that union dues, including delinquent dues, may be deducted from conversion payments.

(G) Arbitration. Any dispute or controversy arising from the application or interpretation of the provisions of this Document, Rights and Obligations with Respect to Future Productions, shall be settled by arbitration in accordance with the Voluntary Labor Rules of the American Arbitration Association. Said arbitration shall take place in New York City.

Signature of Showcase Code Producer:

Name of Showcase Code Producer:

Title of Showcase Production:

Author of Showcase Production:

Dates of Showcase Production:
