

**2015 EMPLOYMENT AGREEMENT
By and Between**

(Name of Company), hereinafter referred to as the Employer

(Street Address, City, State, Zip Code)

(Area code and Phone Number)

(Electronic Mail Address)

and the

**International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of
The United States, its Territories and Canada
LOCAL 251, Madison, Wisconsin**

Hereinafter referred to as the Union.

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ARTICLE I RECOGNITION

- 1.0** The Employer will employ people from the Union to perform operating and preventative maintenance duties in connection with performance related equipment under the control of the Employer, within the area of (but not limited to), carpentry, scenery, curtains, properties, electric, electrical effects, spot lights, sound and sound accessories, wardrobe, scenic display, production services, television equipment, video and motion picture equipment, projection, and entertainment event rigging for those events presented or otherwise sponsored or produced by the Employer. That work will be performed primarily by people from the Union, in coordination with the Employer's technical and production crew.

ARTICLE II JURISDICTION

- 2.0** The Employer hereby recognizes the Union as the sole bargaining agent for the employees covered by this agreement. As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or applied as to contravene any applicable Federal or State law.

ARTICLE III UNION SECURITY

- 3.0** In hiring persons to perform services covered by the terms of this Agreement, the employer shall grant preference of employment to those persons who have previously been employed as stage employees and moving picture machine technicians within the jurisdiction of Local 251 . It is agreed that hiring of employees hereunder shall not be inconsistent with any applicable state or federal laws.
- 3.1** The Employer agrees to recognize the Union's current work referral process as defined in the Union's Policy and Procedure manual.
- 3.2** The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union. Further, the Employer agrees not to discriminate on the basis of age, sex, race, creed, religion, political persuasion, sexual preference, economic status, student status, marital status or handicap in regard to employee promotion, development, testing, transfer, discipline or hiring.
- 3.3** The Business Agent of the Union, or her/his duly accredited representative, shall be admitted to the halls, buildings and grounds of the Employer when the membership is employed in those areas.
- 3.4** The Employer agrees to deduct as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration.

- 3.5** It shall be understood that the jurisdiction of the Union covers: Any theatrical employee (such term shall be deemed to include any person who is employed or working on the stage call), in any theater or facility coming under control of the Employer, as stage carpenter, electrician, property person, wardrobe attendant, rigger, flymen/women, motion picture operator, electronic media operator, spotlight operator, any person engaged as a studio mechanic and sound technician, within the area embraced by the jurisdiction of said Union.

ARTICLE IV MANAGEMENT RIGHTS

- 4.0** The Employer shall have the right to make such reasonable rules and regulations necessary for the conduct and management of its business, provided such rules are committed to writing and communicated to the Business Agent of the Union at least five (5) days in advance of said rules taking effect. Employees hereunder shall be required to obey all such rules and regulations insofar as such rules and regulations do not conflict with the terms of this Agreement, with the By-Laws and Working Rules now in force of the Union, or with the Constitution and By-Laws of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada to the extent such By-Laws and Working Rules of the Union and such Constitution and By Laws of the International do not conflict with any applicable state or federal laws.

ARTICLE V WAGES AND CONDITIONS

- 5.0 Wages**

Effective Date 01/01/2015 through 12/31/2016

HAND \$18.55
HEAD \$20.60
STEWARD \$25.75
GROUND RIGGER \$23.25
CLIMBER \$50.00
LOADER \$25.75

SHOW RATES (3 HOUR SHOW)

SHOW KEY \$96.00

- 5.1** In addition to the wages of employees, the Employer agrees to pay an amount equal to the percentage, defined below, of the total gross wages earned by such employees to the IATSE National Health and Welfare Fund, the IATSE National Annuity Fund (401K plan), and the IATSE National Training Fund. These payments will be made monthly and must be received within ten (10) days of the end of the month in which wages are earned. In conjunction with each payment, the employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings as well as the amount of contributions paid for them.

All contributions to the IATSE National Health and Welfare Fund, the IATSE National Annuity Fund shall be made by check payable to the "IATSE National Benefit Funds", no later than the 10th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit contributions shall be sent to the IATSE National Benefit Fund, 417 5th Ave, New York, NY10016-2204.

The employer benefit contribution form may be found at <https://www.iatsenbf.org/local/remittanceform>.

The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following Funds: (1) the IATSE National Health & Welfare Fund, (2) the IATSE National Annuity Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 10th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602. The Employer agrees to be bound by all of the terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

EFFECTIVE DATE 1/1/2015*:

| HEALTH AND WELFARE | ANNUITY (401K PLAN) | TRAINING FUND |
|--------------------|---------------------|---------------|
| 13.5% | 8% | 2% |

*NOTE: As of 1/1/2015 DP Processing, LLP payroll processing is 35% with benefits, total markup is 58.5% for payroll processing, unless you wish to process your own payroll.

- 5.2 Worker's Compensation: The employer will provide workers compensation in accordance with state statutes.
- 5.3 The following crews work under a Department Head: Carpentry, Electrics, Property, Sound, Video, Projection, Wardrobe, Hair, and Fly System.
- 5.4 All personnel will receive a minimum of four (4) hours work or pay per call for an "in call" (set-up). All personnel will receive a minimum of four (4) hours work or pay for an "out call" (take down). All other premium, overtime, holiday provisions, and working conditions of the contract shall apply. All personnel will receive a minimum of two (2) hours work or pay per recall. A recall is defined as a resumption of work within two (2) hours of the beginning of an unpaid break. Work continuing after time off in excess of two (2) hours shall require the (4) hour minimum.
- 5.5 A work period includes all time worked from the start of the first call of the day until the end of the last call that precedes an eight (8) hour unpaid break.
- 5.6 The out call after an attraction shall begin at the call time determined by the Union steward in association with the Promoter's Representative and the attraction's Stage Manager.

- 5.7 In computing wages for all work, all fractions of an hour shall receive a full hour of pay.
- 5.8 In the event a facility under the jurisdiction of the Union is used or rented for television or film production purposes, all electronic image, electrical, property, carpentry and related work in connection therewith, including the installation, operation and maintenance of all equipment shall belong under the Union's jurisdiction.
- 5.9 An unpaid meal break shall be no less than one (1) hour in length. If a meal break of less than one (1) hour is given, food must be provided for the crew by the employer prior to the end of the fifth (5th) hour and this shall be a paid break at the applicable rate and thirty (30) minutes in duration. All work done on a call in excess of five (5) consecutive hours without one of the breaks described herein shall be paid at double the applicable rates (meal penalty).
- 5.10 No personnel shall be replaced or cut for the sole purpose of avoiding overtime or meal requirements. This provision shall in no way be interpreted to restrict the right of the employer to send employees home due to lack of work.
- 5.11 **Overtime Pay:** Time and one half (1½) the applicable base rate shall be paid for hours worked above eight (8) hours for the same attraction within a daily work period. Double the applicable base rate shall be paid for hours worked after eighteen (18) hours for the same attraction within a daily work period.
- Premium Pay:** Time and one half (1½) the applicable base rate shall be paid for hours worked between midnight and 8:00 a.m. Work performed after eight (8) hours for the same attraction between midnight and 8:00 a.m. shall be paid at double the applicable base rate. Hours worked after eighteen (18) hours for the same attraction between midnight and 8:00 a.m. shall be paid at triple the applicable base rate.
- Holiday Pay:** Time and one half (1½) the applicable base rate shall be paid for all work on New Year's Day, Martin Luther King Jr.'s Birthday (the third Monday in January), Easter, Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 24th and December 25th. For payroll purposes, Holiday pay shall commence with the first call of the actual Holiday and conclude at the end of the last call of the actual Holiday.
- 5.12 Pay shall not exceed double the base rate unless the crew has worked more than eighteen (18) hours. Double the applicable base rate shall be paid for all work done after (18) hours in any one daily work period. Triple the applicable base rate shall be paid for all work done after (18) hours in any one daily work period between the hours of 12:00 am and 8:00 am. Pay shall not exceed three (3) times the applicable base rate. This shall not affect meal break/penalty computations.
- 5.13 Employees are entitled to a fifteen minute paid break for every four hours of a work call. Employees who work a show call will be given a fifteen minute break before they start work on the out of an attraction.

- 5.14** The number of persons specified in the show or attraction Yellow Card or Contract Rider will be strictly adhered to and the full complement of persons shall be employed at all times during the in, out and run of the attraction, until such time as the work of all departments has been completed.
- 5.15** Department Heads for employees shall be used for all work performed as parallels the Yellow Card Show structure. However, if a department has been omitted from the yellow card or contract rider that work is being performed in, the Union reserves the right to represent that department with a head of department.
- 5.16** A Department Head shall oversee the crew and work pertaining to his/her department.
- 5.17** Department Heads will always be considered working members of the crew.
- 5.18** If all the calls for an event have a crew size less than sixteen (16) stagehands the Union Steward on a call is a "working" Steward. In such a case, the Steward will be allowed as needed to perform those Steward duties during the call. Upon request, or if the size of any call exceeds fifteen (15) stagehands the Steward will not perform any other duties.
- 5.19** The minimum number of Union personnel employed as a stage crew to set up, tear down, work a performance/rehearsal or attraction shall be three (3) persons assigned through Local 251.
- 5.20** Additionally, spotlight operators, truck loaders and motion picture machine operators/technicians shall be employed when necessary and shall not be included as part of the minimum stage crew assigned through Local 251. A fly person shall be employed above the minimum crew when: 1) The fly position has not been included in that crew, and 2) the house fly system is in use during the performance.
- 5.21** The Business Agent of the Union, if available, or the Union Steward may negotiate with the Employer to determine the number of persons to be hired to safely and efficiently carry out assigned tasks within the scope of this Agreement that are not covered by the above prescribed minimums.

**ARTICLE VI AUDIO AND OR VIDEO RECORDING AND BROADCASTING,
WEBCASTING OR THE TAKING OF MOTION PICTURES**

- 6.0** Any personnel who perform duties for any rehearsal, performance or presentation that is being video and/or audio recorded, filmed, broadcast, or webcast for commercial purposes, shall be paid at one and one-half times (1 ½) the applicable rate.
- 6.1** The following video and/or recording activities shall be exempt from the provisions of **Article VI (6.0)**.
- A.** Videotaping or audio recording for archival or production purposes via one (1) fixed camera location or one (1) mono audio house feed.
 - B.** Videotaping for television publicity segments or news of not more than two (2) minutes duration of which no continuous sequence shall exceed 30 seconds.

- C. Camera blocking videotapes (for preparation purposes) that may be made during performances or rehearsals prior to the primary videotaping activity. Preparation videotapes may not be used in the telecast release, in non-commercial educational segments and/or any documentary footage or promotional material.
- D. Videotaping to be utilized in audio-visual presentations for classroom educational material provided on a non-commercial basis.
- E. Videotaping or audio recording used for non-commercial, public access television, public television and public radio.

- 6.2 Should any recording exempted per the language of **Article VI (6.1)** be subsequently used for any commercial broadcast, webcast or commercial sale, including, but not limited to DVD or CD sales; including any such broadcasts, webcasts, or sales done by third parties, then the conditions of **Article VI (6.0)** shall be applied retroactively to any and all applicable rehearsals, performances or presentations. It shall be the Employer's obligation to inform the Union of any such instances, and compensate personnel accordingly.
- 6.3 If the Union learns of any subsequent commercial usage of recordings that had been deemed exempt per **Article VI (6.1)**, and is not informed of such by the Employer within seven (7) days thereafter, personnel who had performed duties for the applicable rehearsals, performances, or presentations shall be compensated retroactively an additional three (3) times the applicable rate.
- 6.4 Provided the waiver from **APPENDIX A** is provided to the Union **ARTICLE VI, Section 6.2** and **6.3** shall not apply to the employer and shall remain the sole responsibility of the signatory on the provide waiver.

ARTICLE VII Performance and Rehearsal Rates Conditions

- 7.0 The following crews work under a Department Head: Carpentry, Electrics, Property, Sound, Video, Projection, Wardrobe, Hair, and Fly System.
- 7.1 The employment of Follow Spot Operators shall be assigned to the Local 251 Crew.
- 7.2 A performance or rehearsal shall be a three (3) hour minimum call. A rehearsal is defined as the actors, musicians, performers or talent are on the stage for reasons other than sound check.
- 7.3 All performance personnel shall be paid per hour for performances over three (3) hours in length and the rate of pay shall be one third (1/3) the applicable performance rate.
- 7.4 **Overtime Pay:** Time and one half (1½) the applicable base rate shall be paid for hours actually worked above eight (8) hours for the same attraction within a daily work period. Double the applicable base rate shall be paid for hours actually worked after eighteen (18) hours for the same attraction within a daily work period. Straight time work performed on anyone production for over 40 hours in a week (week beginning the first day of the job) will also be billed at this rate.

Premium Pay: Time and one half (1½) the applicable base rate shall be paid for hours actually worked between midnight and 8:00 a.m. Work performed after eight (8) hours for the same attraction between midnight and 8:00 a.m. shall be paid at double the applicable base rate. Hours actually worked after eighteen (18) hours for the same attraction between midnight and 8:00 a.m. shall be paid at triple the applicable base rate.

Holiday Pay: Time and one half (1½) the applicable base rate shall be paid for all work performed on New Year's Day, Martin Luther King Jr.'s Birthday (the third Monday in January), Easter, Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 24th and December 25th. For payroll purposes, Holiday pay shall commence with the first call of the actual Holiday and conclude at the end of the last call of the actual Holiday.

- 7.5 An unpaid meal break shall be no less than one (1) hour in length. If a meal break of less than one (1) hour is given, food must be provided for the crew by the employer prior to the end of the fifth (5th) hour and this shall be a paid break at the applicable rate and thirty (30) minutes in duration. All work done on a call in excess of five (5) consecutive hours without one of the breaks described herein shall be paid at double the applicable rates (meal penalty).
- 7.6 There will be a one (1) hour penalty if the In and Show last longer than five (5) hours with no break and if there is no break between the Show and the Out.
- 7.7 Performance personnel may be called for no more than one (1) hour immediately preceding and/or following a performance or rehearsal call to perform work relating to that performance or rehearsal. Such work shall be paid at the regular hourly rate and no minimum personnel apply here. Work that does not fit the above definition shall require the full four (4) hour minimum.

ARTICLE VIII Rigging AND Climbing

- 8.0 Rigging is the term applied to all theatrical work where the crew is required to work on support structures other than permanent catwalks or off the ground ladders or scaffolding or where an element of risk of falling is involved. This applies to original, permanent, or temporary installations.
- 8.1 A minimum two-person (2) crew will be employed for safety reasons.
- 8.2 The rate of pay for the Ground Riggers that are equal in number to the Climbers employed shall be paid at the Ground Rigger rate.
- 8.3 Climbing is the term applied to all work that involves the attachment or mounting of equipment to or from theatrical grids and to all work that involves working on the ceiling or roof structure. Persons called as a climber shall be paid at the climber rate.
- 8.4 For reasons of safety, Local 251 climbers shall be assisted by Local 251 ground riggers along with these rules: When eight (8) points or less are to be hung two (2) climbers shall be assisted by at least one (1) ground rigger; When more than eight (8) points are to be hung each Local 251 climber shall be assisted by a Local 251 ground rigger and that ratio maintained (1:1) until more than four(4) climbers are required. Additional climbers and ground riggers are to be negotiable in number by the Business Agent or his/her representative or by the steward on the call.
- 8.5 In the event of climbing for the purpose of focusing lights, microphones, or operating truss spot lights. Those persons climbing shall receive a hazard bonus equivalent to time and one half (1 ½) their prevailing rate per hour.

- 8.6** A rigging crew shall remain on call until all rigged equipment has reached its final performance position. The minimum number employed, after all rigging is completed, shall be determined by the Union Steward and Head Local 251 Rigger, in association with the Promoter's Representative and Head Road Rigger.
- 8.7** Examples of work that is considered rigging include, but are not limited to, the following: Original installation, maintenance and repair of curtains and travelers, masking and screens; original installation, maintenance and repair of fly systems; original installation, maintenance and repair of sound systems that require working off the ground; relocation of lines and hoists in preparation for hanging theater presentations; and original installation of screens, curtains or chains for which it is necessary for a crew to work from the roof members of a building in order to meet show specifications.
- 8.8** Examples of exceptions to the above items are, but not limited to, the following: Execution of hanging or focusing lights for performances or rehearsals and operation of existing fly system for performances or rehearsals.

ARTICLE IX Truck Loading Rate Conditions

- 9.0** Truck loading is the job of loading and unloading a truck or other vehicles. The persons employed as such may work only in the truck or other vehicles. They are responsible only for unloading the contents to the tailgate or other loading door of that vehicle.
- 9.1** Only a person employed as a Truck Loader may enter the truck or other vehicle to do the prescribed work. This does not exclude members of the Road Crew from entering the truck to assist with loading or unloading.
- 9.2** One member of the Road Crew must supervise the loading and unloading of all vehicles. If only one (1) Truck Loader is employed, at least one (1) member of the Road Crew must assist in the loading and unloading. If the Road Crew will not assist in this case, a second Local 251 Truck Loader will be employed.
- 9.3** Truck loaders are to be employed from persons working under the jurisdiction of Local 251.
- 9.4** Truck loaders shall be employed as follows:
- A.** For all semi-trailers : two (2) Loaders for one (1) trailer or two (2) trailers, with an additional Loader for each additional trailer. After six (6) trailers the Local 251 Business Agent or his representative shall negotiate the number of loaders with the promoter's representative.
 - B.** Straight Trucks (fourteen feet or more): One (1) Loader for one (1) truck, two (2) Loaders for two (2) or more trucks.

ARTICLE X Installation and Construction

10.0 Installation, construction and/or modification of permanent theater systems shall be compensated for at a rate of thirty (\$30.00). Such systems shall include but not be limited to original installation, construction and/or modification of: acoustic shells; rigging systems; sound systems including public address and headset systems; projection and video systems; lighting systems; stage floors and decks; soft goods; electrical components and control boards and repair of same. This rate for these projects can not be used on an "In, Show, or Out" of an attraction.

ARTICLE XI CANCELLATION OF EVENTS

11.0 The employer will provide twelve (12) hours notice of the change in time of a call. The Union, upon receipt of such notice will make a reasonable effort to notify stagehands of the change. If twelve (12) hours notice for a call change is not provided by the employer, the employer agrees to pay a penalty of an additional one (1) hour at the applicable rate to each employee assigned to the call.

11.1 The employer will provide twenty-four(24) hours notice to the Business Agent of the cancellation of a call. The Union, upon receipt of such notice, will make a reasonable effort to notify stagehands of the cancellation. If twenty-four(24) hours notice for a cancellation is not provided by the employer, the employee shall be paid according to the provisions and applicable rates of the original work call or performance.

ARTICLE XII SAVINGS CLAUSE

12.0 It is the agreement and intent of the parties concerned that nothing in this Agreement conflict with either federal or state law and should this occur, during the term of this Agreement, then that portion shall become null and void and the balance of the Agreement shall remain in force.

12.1 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation the Union owes to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada by reason of prior obligation, but this shall in no event be construed so as to conflict with any applicable state or federal law.

ARTICLE XIII GROSS EARNING STATEMENTS

13.0 The Employer agrees to provide the Union with annual gross earnings statements of all persons employed under the terms of this Agreement.

ARTICLE V TERM OF THE AGREEMENT

The agreement shall be in full force and effect from January 10th through and including January 20th ,2015.

SIGNATORY TO THE AGREEMENT:

Employer

Union

Employer

Union

Dated this _____ day of _____, 2015

APPENDIX A RECORDING WAIVER

The undersigned Artist(s) _____ (name) _____ acknowledge that they have reviewed the provisions of Article XVII of the Collective Bargaining Agreement by and between The Employer and the International Alliance of Theatrical Stage Employees (IATSE) Union, Local 251 of Madison, Wisconsin, and agree to be bound by same.

Further, the undersigned agrees to immediately notify the Employer and representatives of IATSE should any recording exempted per the language of Article VI be subsequently used for any commercial broadcast, webcast or commercial sale, including but not limited to DVD or CD sales; including any such broadcasts, webcasts, or sales done by third parties. Should this occur the provisions of Article VI shall be applied retroactively to any and all applicable rehearsals, performances or presentations. Payment and all fees associated with the collection of such payment shall be the responsibility of the artist(s) and shall be paid immediately upon notification.

ARTICLE VI AUDIO AND OR VIDEO RECORDING AND BROADCASTING, WEBCASTING OR THE TAKING OF MOTION PICTURES

- 6.0 Any personnel who perform duties for any rehearsal, performance or presentation that is being video and/or audio recorded, filmed, broadcast, or webcast for commercial purposes, shall be paid at one and one-half times (1 ½) the applicable rate.
- 6.1 The following video and/or recording activities shall be exempt from the provisions of **Article VI (6.0)**.
 - A. Videotaping or audio recording for archival or production purposes via one (1) fixed camera location or one (1) mono audio house feed.
 - B. Videotaping for television publicity segments or news of not more than two (2) minutes duration of which no continuous sequence shall exceed 30 seconds.
 - C. Camera blocking videotapes (for preparation purposes) that may be made during performances or rehearsals prior to the primary videotaping activity. Preparation videotapes may not be used in the telecast release, in non-commercial educational segments and/or any documentary footage or promotional material.
 - D. Videotaping to be utilized in audio-visual presentations for classroom educational material provided on a non-commercial basis.
 - E. Videotaping or audio recording used for non-commercial, public access television, public television and public radio.
- 6.2 Should any recording exempted per the language of **Article VI (6.1)** be subsequently used for any commercial broadcast, webcast or commercial sale, including, but not limited to DVD or CD sales; including any such broadcasts, webcasts, or sales done by third parties, then the conditions of **Article VI (6.0)** shall be applied retroactively to any and all applicable rehearsals, performances or presentations. It shall be the Employer's obligation to inform the Union of any such instances, and compensate personnel accordingly.
- 6.3 If the Union learns of any subsequent commercial usage of recordings that had been deemed exempt per **Article VI (6.1)**, and is not informed of such by the Employer within seven (7) days thereafter, personnel who had performed duties for the applicable rehearsals, performances, or presentations shall be compensated retroactively an additional three (3) times the applicable rate.
- 6.4 Provided the waiver from **APPENDIX A** is provided to the Union **ARTICLE VI, Section 6.2 and 6.3** shall not apply to the employer and shall remain the sole responsibility of the signatory on the provide waiver.

Entered into this _____ day of _____, 2015

EMPLOYER

Artist(s) Representative

Promoter(s) Representative