

BUS & TRUCK TOURING AGREEMENT**by and between****Big League Productions, Inc., NETworks Presentations LLC, Crossroads Live North America, LLC (f/k/a Troika Entertainment LLC), Work Light Productions, LLC****and****I.A.T.S.E.****July 17, 2023 through June 30, 2026**

PREAMBLE

This Agreement by and between Big League, NETworks Presentations LLC, Crossroads Live North America, LLC (f/k/a Troika), and Work Light Productions, LLC (hereinafter referred to as “Employer”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC (hereinafter referred to as “Union” or “IATSE”) shall represent the agreement and rules governing employment for traveling stage technicians (hereinafter referred to as “Employees”), for Touring Broadway style musical theatre productions (hereinafter referred to as “Tour”) throughout the United States and Canada. All parties agree and acknowledge that where inconsistencies exist between this Agreement and the terms of the Employers’ handbooks, if any, the terms of this Agreement shall govern.

ARTICLE ONE—SCOPE AND RECOGNITION

Each of the Employers recognize the Union as the sole and exclusive bargaining agent for all traveling stage technicians including head carpenters, carpenters, lighting technicians, audio technicians, property persons, wardrobe attendants, make-up artists, hair stylists and hair artists, projection programmer and automated lighting system programmers, now or hereafter employed by Employers, but excluding all other personnel employed by the Employer including, but not limited to, Stage Management employees, Production Managers, front of house employees, performers, band members, all employee guards and all other supervisors as defined in the National Labor Relations Act, as amended, and any other classification of employees not expressly listed herein.

ARTICLE TWO—UNION SECURITY

All Employees in the employ of the Employer as of July 1, 2009, and all such Employees thereafter hired, shall, as a condition of employment, be or become members of the Union not later than thirty (30) days following the Employees first (1st) date of service, and all such Employees, upon being or becoming members of the Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities, and disputes, including reasonable attorney fees, arising out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE THREE—PROJECT/PRODUCTION AGREEMENTS

There shall be signed for each production covered hereunder a Project/Production Agreement connecting signatories to producer-employer entities.

ARTICLE FOUR—QUALIFICATIONS FOR CONTRACTS

With regard to any Tour, an Employer must be either the principal investor, meaning that, Employer's investment must equal a minimum of fifty percent (50%) or Employer must be the managing member of the legal entity producing the Tour.

The determination of which level of Contract (M or S) each tour will be governed by is set forth herein.

Any tour produced under the Actors' Equity Full Production Contract will utilize the then current terms and conditions of the IATSE Full Pink Contract.

The parties agree that after the term of the initial tour itinerary and/or Booking Season (defined as the 52-week period beginning with the first paid public performance) each Tour will be reviewed and re-qualified based on the succeeding tour itinerary and/or Booking Season. In the event a Tour shall have scheduled a standard summer hiatus without posting closing the Tour may re-qualify for a different level of contract based on the succeeding Tour guarantees and other criteria outlined in Articles 15A and 16A.

The parties agree that in the event the booking and economic parameters of a specific Tour (e.g. a low guarantee for the tour—The Wedding Singer, e.g., a small number of weeks—Cry Baby, e.g., extensive travel requirements, etc.) make the tour's viability questionable under this Agreement, the Parties will meet and discuss with good faith intention to determine the terms which would govern the specific Tour.

Production Swings may be added on tour to all contracts and tiers. They are in addition to the crew & to yellow card numbers. They shall be above the Yellow card (as not to incur issues with Local Union Agreements - same as Advance Pink Contracts) and may cover all crafts/departments for each tour to assist on load ins, loadouts, and show calls. Production swings will not have a regularly assigned show track.

ARTICLE FIVE—BONDING

It is the essence of the Agreement and a condition precedent to the engagement of the Employees that the Employer shall have filed and maintain with IATSE satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$2,500 of each covered Employee on a Pink Contract. This deposit shall be returned to the Employer, with any interest accrued, when all wages and benefits due under this Agreement are paid and all grievances, if any, are resolved. Pending resolution of such a grievance, on the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.

ARTICLE SIX—GRIEVANCE AND ARBITRATION

Any difference, dispute, grievance or controversy involving the application or interpretation of any of the terms of this Agreement shall be resolved in the following manner:

1. The Union or Employer may file a grievance, which shall be set down in writing. Promptly thereafter, the parties shall attempt to resolve the dispute in a meeting with the IATSE International President or their designees and the Employer or its designee. Any claim not reduced to writing and submitted to the other party within thirty (30) calendar days following the incident giving rise to the grievance/claim or within thirty (30) calendar days after the aggrieved party had a reasonable opportunity to become aware of the incident, whichever is later, but in no event more than one (1) year after the incident shall be deemed to be waived.
2. If the matter is not resolved pursuant to paragraph 1 above, either party shall have the right to refer the matter to final and binding arbitration, with each side to share equally the fees of the arbitration and otherwise to bear its own expenses.
3. There shall be a board of four (4) arbitrators designated to hear and determine disputes between the Employer on the one-hand and the Union of the other. The four (4) arbitrators are Martin Scheinman, Alan R. Viani, Ralph Berger and Howard Edelman. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The panel of arbitrators will be contacted to select the arbitrator who has the first available date and serve on a rotational basis pursuant to paragraph 5 below.
4. The arbitrators shall serve for the duration of the Agreement unless the Employer or the Union requests in writing to the other party, the termination of an arbitrator's duties. In such event, or in the event an arbitrator should resign or for other reason be unable to perform arbitrator's duties, one or more successors shall be chosen by mutual agreement of the parties herein or, upon failure of such agreement, an arbitrator shall be selected on a case-by-case basis pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
5. A single arbitrator shall serve on each case and shall be selected on a rotational basis. A party who wishes to proceed to arbitration shall contact the arbitrator next in the rotation to determine whether they have a date available in the next sixty (60) days. The non-moving party shall be copied on any such correspondence to the arbitrator. If the arbitrator does not have a date within sixty (60) days, the moving party shall contact the next arbitrator in the rotation and shall continue in order until an arbitrator can be selected. The non-moving party shall be copied on any such correspondence to the arbitrator. If none of the board of arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected. Hearings shall be held in New York City unless the parties to the dispute mutually agree that another location is appropriate due to specific circumstances. In the event it is necessary to hold the arbitration outside of New York City and to select a local arbitrator, the parties to the dispute agree to select such arbitrator and to have such arbitration before the American Arbitration Association in accordance with its Voluntary Arbitrary Rules.

ARTICLE SEVEN – MINIMUM CONDITIONS

All wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. Employees are entitled to negotiate better conditions with an Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any Employee enjoying better conditions will not have their wages, benefits, hours and working conditions reduced in any way as a result of this Agreement.

ARTICLE EIGHT—MANAGEMENT RIGHTS

Except as expressly limited by a provision of this Agreement, the Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement including the following: (i) to manage, direct, and maintain the efficiency of the business and Employees and control its departments, building, and operations and to control, acquire and divest its equipment; (ii) subject to effects bargaining, to create, change, combine, or abolish Employee jobs; (iii) to discontinue work for business, economic or operational reasons; (iv) to hire, transfer, promote or lay off Employees; (v) to demote, suspend, discipline and discharge Employees; (vi) to specify or assign work requirements and overtime; (vii) to assign work and decide which Employees are qualified to perform such work; (viii) to determine the places where work will be performed; (ix) to pay wages and benefits in excess of those required by this agreement; (x) to effect technological changes in its equipment and operations; and (xi) to adopt work standards and rules of conduct to comply with new standards, laws, and/or regulations applicable to the Employer.

To the extent they are not inconsistent with any provision of this Agreement, the Employee agrees to abide by the rules and regulations covering the Employee's employment, and set forth in writing in an employee handbook, insofar as handbook terms, which shall be provided to the Union in advance, do not conflict with this Agreement. Employees may be required to acknowledge and sign Employer's handbook.

The Employee agrees to abide by the rules and regulations covering rehearsals and performances as made by the Employer, insofar as they do not conflict with this Agreement.

ARTICLE NINE—VOLUNTARY POLITICAL CONTRIBUTIONS

This section will apply to those Employees who have authorized the Employer in writing to deduct from their paychecks the following amounts as political contributions. The Employer agrees to deduct from each Employee's paycheck on a monthly basis an amount equal to .15% = .0015 of the Employee's gross wages and remit that amount to the IATSE Political Action Committee (IATSE PAC) within ten (10) calendar days of the deduction. Along with the check, the Employer will provide the IATSE PAC with the following information: (1) the Employee's name and social security number, (2) the Employee's occupation, and (3) the amount of the

Employee's deduction. The Union agrees to reimburse the Employer for the costs of the payroll deduction and will indemnify and hold Employer harmless from any and all liability arising from such deductions.

ARTICLE TEN – NO STRIKE

During the term of the Agreement, neither the Union nor the Employees shall engage in or participate in any strike, sympathy strike or any other interruption or disruption of the Tour. Provided however, it shall not be in violation of this provision for the Union and/or the Employees to honor any lawful picket line of the International or any local I.A.T.S.E. union engaged in a strike authorized by the President of the I.A.T.S.E. at the venue where the Tour is performing. The Employer shall not engage in any lockout of the Employees.

ARTICLE ELEVEN—MEDIA, COMMERCIAL USE, PUBLICITY AND PROMOTIONS

In the event a captured production is used for a purpose for which the producer could earn a profit ("commercial use"), a buy-out for all media of one-half weeks' actual salary shall be paid upon the first commercial use, with the exception of productions in New York City. With regard to productions in New York City, Employees covered by this Agreement shall be paid pursuant to the formula used to compensate the House stage crew. In the event of such a use, the Union may conduct an audit appropriate to determine whether a profit can be earned from that use. In the event the production company responsible for the capture no longer exists when payment is due, the League member who had the controlling ownership interest in that production shall be responsible for payment.

No additional compensation shall be paid for show publicity and promotions when the crew is already on call for another purpose. If a special call is needed for publicity, promotions, or show commercials, only those Employees required after consultation with the department heads shall be employed and paid the higher of 1/40th of actual weekly salary per hour or the local prevailing rate. The first two (2) picture calls per season will be allowed without additional compensation. For all Employees working under the Bus & Truck M Contract, the Employer agrees to contribute to the I.A.T.S.E. Annuity Fund on behalf of each Employee, an amount equal to fifteen percent (15%) of Employees additional compensation for any special call.

ARTICLE TWELVE—WARDROBE DEPARTMENT & HAIR STYLISTS AND MAKE-UP ARTISTS

The following terms and conditions shall apply only to Wardrobe Employees (Heads, Assistants, Personal/Star Dressers) and Hair Stylists & Make-Up Artists.

1. The Employer agrees to use best efforts to provide a suitable wardrobe room, hair or make-up room with a window or other means of proper ventilation as well as sanitary

conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at Management's expense, of sewing and other equipment furnished by the Employee.

2. Whenever any costume, hair piece, wig, prosthetic, or the like is made, produced or executed by a Wardrobe or Hair Stylists or Make-Up Artist Employee, whether it is a duplicate of a costume already worn in the show or a garment requested by Management, the costume construction fee must be agreed in advance between Management and such Employee, and such additional hours worked will not count toward overtime.
3. If Wardrobe or Hair Stylist or Make-Up Artist Employees are required to finish unfinished costumes, hair piece, wig, prosthetic, or the like coming from Costume Houses, Department Stores, or other similar facilities, or to finish costumes on pre-production or after the show is running, additional compensation shall be negotiated in advance between the Employee and Management, and such additional hours worked will not count toward overtime.

ARTICLE THIRTEEN—PROJECTION PROGRAMMER AND AUTOMATED LIGHTING SYSTEM PROGRAMMER

Should the Employer retain a "Projection Programmer" to program projections on a console/board for a show and/or an "Automated Lighting System Programmer" on a show in which Vari*Lites or another automated lighting system may be utilized, the Employer will retain such person under the terms of this agreement applicable to a Traveling Stage Employee.

1. The Employer shall not be limited in any way as to whom it may retain as a Projection Programmer and/or an "Automated Lighting System Programmer." Without limiting the foregoing, the parties recognize that the Employer shall be free to hire for the position of Projection Programmer and/or Automated Lighting System Programmer without regard to the programmer's:
 - Union affiliation;
 - Geographic location; or
 - Citizenship or domicile
2. In the event the person selected as the Projection Programmer and/or Automated Lighting System Programmer is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such personnel a union card.
3. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate terms and conditions of employment as they see fit, without restriction to or limitation by the terms of this Agreement, except that the Employer shall pay the Projection Programmer and/or Automated Lighting System Programmer no less than the minimum required weekly salary under this Agreement for a

Traveling Stage Employee and make all required contributions to the Pension, Health, Vacation, and Annuity Funds, based on the minimum salary for Heads of Department.

4. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate any basis or methodology for payment of compensation, including payment based on a daily rate of pay, with benefits paid on a prorated basis.
5. The Projection Programmer and/or Automated Lighting System Programmer shall not be deemed part of the permanent running crew nor shall they be counted as part of the yellow card production.
6. The Employer shall, upon their execution, remit copies of any pink contract and any rider(s) that it may negotiate with the Projection Programmer to I.A.T.S.E.

ARTICLE FOURTEEN – GENERAL CONDITIONS

1. Transportation

- a) Air travel shall be on a first class carrier, which shall include charter transportation. Air travel requires pre-assigned seats or pre-boarding, except that on Southwest Airlines priority boarding (i.e., Early Bird Check-In, Group A boarding, or similar) shall be acceptable. The Employees may elect to travel via a non-first class carrier by majority vote. In the event transportation is by any other means, sleeping accommodations shall be provided if overnight travel is required (sleeper bus or sleeping car roomette on train). For all bus and truck touring, in no event shall employees be offered only upright chairs or chairs that fully recline for overnight travel. The Employer will make reasonable efforts to notify Employees of travel arrangements at least 72 hours prior to departure. With Respect to the initial travel from Employee's place of residence to the tour, the Employee's travel returning to their place of residence upon the conclusion of the tour, or any air travel associated with the return to or from place of residence due to layoff, the Employer agrees to reimburse Employees for cab fare up to \$60.00, or such higher amount as may be pre-approved by the Employer, and one checked bag, within applicable airline weight limitations, each way.
- b) Employer agrees to pay transportation from the closing point to the place where the Employee was engaged, or resides, in the event of the Employees' employment being terminated by the Employer.
- c) The Employee agrees to pay the cost of transportation of a successor to replace the Employee in the event of resignation within three (3) months of the Employee's first day of work.

2. Workweek

- a) Employer agrees to recognize the work week as consisting of six (6) days from Monday through Sunday with one (1) day off in each week. When calculating the salary for a fraction of a week, it shall be paid at the rate of one-sixth ($1/6^{\text{th}}$) of the actual weekly salary of each day. Salaries shall be prorated on a daily basis only for days worked prior to the initial opening, after the official closing, or during any pre-agreed layoff periods.

3. Premium Wages

- a) An additional two-sixth ($2/6^{\text{th}}$) for all work on the seventh (7^{th}) day.
- b) An additional one-sixth ($1/6^{\text{th}}$) of the actual weekly salary shall be paid under the following circumstances:
 - a. Each performance in excess of eight (8) in a week.
 - b. All work on load outs that follow a performance that exceeds eight (8) hours or goes beyond 5:00 a.m., after the second move.
 - c. All work over eleven (11) hours on load outs that are on a different day from any performance.
 - d. (1) All authorized nonperformance calls after the official opening, after each full company rehearsal for Makeup Artists and Hairdressers, in any city that are in excess of eight (8) hours worked per week. Load outs, presets, and sound checks are excluded from this provision.

(2) Other than with respect to Wardrobe, Makeup Artists and Hairdressers, the following payments shall apply as of the dates set forth below

Beginning with the fourth performance week of the tour, for all authorized nonperformance calls after the official opening, in any city (i) hours worked in excess of four (4) hours worked per week shall be compensated at one-fortieth ($1/40^{\text{th}}$) of actual weekly salary per hour; and (ii) hours worked in excess of eight (8) hours worked per week shall be compensated at one-and-one-half ($1 \frac{1}{2}$) times one-fortieth ($1/40^{\text{th}}$) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.

- e. For all work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.

- f. For all performances scheduled after midnight.
- c) An additional one and one half of one-fortieth ($1\frac{1}{2}$ of $1/40^{\text{th}}$) of actual weekly salary shall be paid:
 - a. Prior to the official opening in any city, for each work hour which exceeds eleven (11) work hours in one day, excluding pre-sets, sound checks.
 - b. Prior to the official opening in any city, for all work commencing at midnight or prior to 6:00 a.m. After the official opening in any city, and excluding load outs, for all work performed between midnight and 6:00 a.m.
 - c. During the tech period and previews for each work hour which exceeds eleven (11) work hours in one day.
 - d. During the tech period and previews for any work commencing at 12:00 a.m. or prior to 8:00 a.m.
- d) Employer agrees to pay \$100 per load-in commencing with the third (3rd) load-in in any work week as defined in this Article. Seventh (7th) day premium shall not be paid concurrently with additional load-in premium pay. Any week in which a tour has three (3) or more load-ins and a load-in occurs on the seventh (7th) day, only the greater of the two premiums shall be paid.
- e) Employees performing a load-in and then working on a performance with a curtain time before 5:00pm (local time in the performance location) on the same day as the load-in shall be paid an additional two-sixth ($2/6^{\text{ths}}$) of the actual weekly salary.
- f) Employer agrees to pay a penalty of \$35.00 for each hour worked without a meal break if a break is not given after five (5) hours from the beginning of the call or the previous meal break, except in connection with load-outs. A meal will be provided after the show and before a load-out. If a meal is not provided, then a one-time \$35 meal penalty will be paid. If a meal is not provided before a load-out, a meal must be provided after four (4) hours of a loadout or a penalty of \$35 per hour after the initial four (4) hours will be paid until the end of the load-out. If a meal is provided before a load-out, a meal must be provided after five (5) hours of a load-out or a penalty of \$35 per hour after the initial five (5) hours will be paid until the end of the load-out. A meal break is defined as one (1) hour without a meal provided or one-half ($1/2$) hour with a meal provided.
- g) Employees required to wear costumes shall receive an additional \$12.50 per performance. This shall not apply to any Employee asked to wear "blacks." The current practice shall prevail on all currently running shows.

- h) Upon notice to and by agreement by the I.A.T.S.E., which shall not be unreasonably withheld, when a production changes its performance schedule to nine (9) performances in one week and seven (7) performances in a contiguous week, no additional compensation will be required for the ninth (9th) performance so long as the Employee receives one (1) day off (no services or travel) between the two (2) weeks. Failure on the part of the Union to respond within seven (7) days of the date an email notice is sent shall be deemed approval by the Union. Notice shall be sent to both of the IATSE's Director(s) of the Stagecraft Division.

4. Day of Rest

- a) For the first year of this Agreement, Employer agrees that after the first move and load-in of the tour following the period of technical rehearsals, there will be one (1) "Day of Rest" for each full calendar month of actual touring; provided, however, that if a tour runs for fewer than fifteen (15) days in a calendar month, Employees are not entitled to a Day of Rest as defined herein. A "Day of Rest" shall be defined as twenty-two (22) hours without load in, load out, or performance obligations and shall begin upon access to the hotel room being available and continue through the next work call. The Employer may change the next morning's work call time in order to satisfy the twenty-two (22) hour period. In the event the crew member is not provided with a "Day of Rest" as defined in this clause, the Employee shall be paid \$200 for every infraction. Layoffs shall count towards the requisite Day of Rest as defined in this Article Fourteen, section 4(a).
- b) For years two and three of this Agreement (one and two calendar years following the effective date), Employer agrees that after the first move and load-in of the tour following the period of technical rehearsals, there will be two (2) "Days of Rest" for each full calendar month of actual touring; *provided, however, that* (i) if a tour runs for fewer than fifteen (15) days in a calendar month, Employees are not entitled to a Day of Rest as defined herein, and (ii) if a tour runs for 15 or more days but fewer than a full calendar month, Employees are entitled to only one (1) Day of Rest. A "Day of Rest" shall be defined as twenty-two (22) hours without load in, load out, or performance obligations and shall begin upon access to the hotel room being available and continue through the next work call. For the purpose of this contract, a "Day of Rest" may include travel to the next performance city, provided that the crew member arrives at the hotel accommodations and has immediate access to a hotel room, with no company or work obligations until the next morning. The Employer may change the next morning's work call time in order to satisfy the twenty-two (22) hour period. In the event the crew member is not provided with a "Day of Rest" as defined in this clause, the Employer will be required to accrue \$200 for every infraction. Layoffs shall count towards the requisite Days of Rest as defined in this Article Fourteen, section 4(b).

5. Contract Working Duration

- a) Employer agrees to recognize this Agreement and the Employees contract begins on the first day of work provided by the Employee.
- b) Employer agrees that beginning on the first day of work and continuing until the first day of out of town technical rehearsals and/or load in only the following provisions of this Agreement shall apply. The following provisions can be pro-rated, when applicable, for actual days worked.
 - a. Scope and Recognition, Union Security, Grievance and Arbitration
 - b. Salary, Per Diem, Housing
 - c. Health Contribution
 - d. Pension Contribution
 - e. Work week
 - f. 2/6th for 7th day
 - g. 1/6th for Holidays
 - h. Transportation
- c) Employer agrees that all provisions and conditions of this Agreement and the Employees contract will be in full force beginning with the first day of out of town technical rehearsals and/or load in.
- d) Employer agrees to recognize this contract as terminated when, after the last performance, the production is loaded on vehicles for transportation for shipment, and to pay for any additional services rendered thereafter in and about property, after the loading of vehicles, under terms provided herein.
- e) Employees shall be covered by this contract as long as the attraction is offered to the public, whether on the road or during the run in any city.
- f) Layoff(s) and/or a hiatus of any duration may be scheduled at any time during a tour, provided the Employer notifies the employee in writing a minimum of two (2) weeks in advance of such layoff/hiatus. During layoffs/hiatus the employee will not receive any compensation. In the event of a layoff/hiatus the Employer shall at Employer's sole discretion, a) transport employee to and from employee's point of origin including reimbursement of reasonable local travel expenses, or b) provide employee with standard contractual housing and allowance.
- g) The Employee agrees to accept engagement under terms provided in this Agreement and give exclusive service in the capacity stipulated in their individual contract at

such theatres and places of amusement and at such times as may be required by the Employer: subject, however, to the provisions of this Agreement and the rules of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, but may serve elsewhere if expressly permitted in writing.

6. Contract and Employee Termination

- a) Employer agrees to give in writing four (4) weeks' notice of the cancellation of an Employee's employment or full salary in lieu thereof. The Employee agrees to give in writing four (4) weeks' notice of resignation. The Union shall be notified prior to the exercise of this provision. This provision does not limit the Employer's ability to terminate an employee for cause. Upon notice to and agreement by the Union, which shall not be unreasonably withheld, a remaining Employee may temporarily work out of their classification following a resignation or termination, provided that no Employee shall be permanently transferred out of their classification without the Employee's agreement.
- b) Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment. This provision does not limit the Employer's ability to terminate an Employee for other reasons, including for cause.
- c) Employer agrees to post one (1) weeks' notice in writing with a copy to the I.A.T.S.E. General Office of the closing date of the attraction, or full salary in lieu thereof.
- d) The Employee agrees to give four (4) weeks' notice in writing of resignation.

7. Hiring and Replacement Labor

- a) Employer shall not reduce the number of contracts during the run of the Tour without written permission from the Union. Employer agrees to fill any vacancy that may occur under this contract at once.
- b) Employer agrees to utilize the Unions "Yellow Card" reporting system for the purposes of determining the number of local hires required for the Tour. Upon notice to and agreement by the Union, which shall not be unreasonably withheld, the "Yellow Card" reporting system can be altered due to local conditions and/or contractual agreement between a Presenter and a venue (e.g. University owned and operated venues, etc.).
- c) Employer and Union agree that Local replacements for Employees shall be paid (and Employee being replaced shall have deducted from their salary no more than) one-eighth (1/8th) of the actual weekly salary of the employee being replaced, per

performance exclusive of per diem.

d) The Employee agrees to declare the Employee's Place of Residence at time of hiring.

8. Leave

a) Employer agrees to provide three (3) days paid bereavement leave in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).

b) During each contract year, Employees shall earn one (1) sick day for every sixty (60) days worked up to a maximum of five (5) days earned per year. Employees may bank up to five (5) sick days per year for use in the following year but can use no more than five (5) sick days per year. For all Employees working under the Bus & Truck M Contract, at the end of each contract year, up to five (5) days may be paid out at the rate of 1/6th of actual weekly salary per unused day, at the Employee's option. The Employer may require proof of illness.

9. Housing

a) The Employer must offer one hotel choice at no cost to Employee when Employee is more than fifty (50) miles from their Place of Residence.

b) The Employer must make best efforts to provide hotels with interior corridors, and if not, rooms should not be on the ground floor.

c) Employee should receive six (6) weeks advance notice of the hotel option in each city, and the Employee should within two (2) weeks notify the Employer of the Employee's choice of i) single occupancy housing, ii) double occupancy housing or iii) the Employee's preference to arrange for Employees own accommodations. Failure to notify relieves the Employer of any responsibility to provide housing.

d) When the theater is more than one-half mile from the hotel transportation to the theater and return after the performance will be furnished at the Employer's expense.

e) Best efforts shall be made to provide hotels with laundry facilities, high-speed internet access at no cost to Employees, and conveniently accessible to food.

ARTICLE FIFTEEN—NON-LEAGUE M

A. *Qualifications*

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 4 and 6 through 8 below, and if so, the terms and conditions outlined in Section B below shall apply:

1. The production's initial itinerary must provide that a majority of its engagements are one week or less.
2. No engagement may be longer than four (4) weeks, except:
 - a. Engagements in New York City;
 - b. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers.
3. The production's Average Weekly Guarantee is no more than:

| 7/17/2023 to 6/30/2024 | Effective 7/1/2024 | Effective 7/1/2025 |
|-------------------------------|---------------------------|---------------------------|
| \$313,000 | \$ 316,000 | \$320,000 |

4. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the Broadway League—AEA Production Contract.
5. The Production must have an average weekly guarantee of no more than the amounts delineated above (the "Base Figure") plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of forty-two (42) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
6. The total touring company must be comprised of a total of 25 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
7. The employers Average Weekly Guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six (6) trucks plus an advance (if any).
8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors' Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

B. Minimum Rates of Pay:

| Minimum Wages Per Week | 07/17/23 to 06/30/24 | 07/01/24 to 06/30/25 | 07/01/25 to 06/30/26 |
|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|
|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|

| | | | |
|--|--------|-------|--------|
| Heads of Department | \$967 | \$977 | \$987 |
| Assistants and Personal Star Dressers | \$ 839 | \$849 | \$ 859 |

1. Per Diem for Contract:

- a) When Employee is traveling overnight by Employer provided sleeper coach transportation, Per Diem shall be \$59.00 per night.
- b) If Employee elects the Employer paid single occupancy housing, the Per Diem shall be \$59.00 per night.
- c) If Employee elects the Employer paid double occupancy housing, the Per Diem shall be \$70.00 per night.
- d) If Employee elects to arrange for Employee's own accommodations, the Per Diem rate shall be \$59.00 per night.
- e) Per Diem rates shall increase by \$1.00 in Year 2 and Year 3 of this Agreement (one and two calendar years following the effective date.)

C. Benefits

1. Pension—Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$40.00 per week for each week's employment on behalf of the Employee or \$8.00 for each day in any week in which the Employee is called to work fewer than four (4) days for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended.

2. Health and Welfare— For the period beginning July 17, 2023 through June 30, 2026, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$249.00 for each week's employment on behalf of the Employee, or \$41.50 per day for each day in any week in which the crew is called to work fewer than four (4) days.

3. Annuity Fund—Employer agrees to contribute a sum for each week's employment equal to \$42.00 per week for each week's employment on behalf of the Employee. Said contributions shall be made and coverage provided in accordance with the rules and regulations of the I.A.T.S.E. Annuity Fund as now in force or as hereafter amended by the Fund. The Employer will permit Employees to defer part of their salary to the I.A.T.S.E. Annuity Fund (subject to statutory limitations and the rules of the Annuity Fund) and will transmit those salary deferrals to the I.A.T.S.E. Annuity Fund.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the aforesaid Funds and to be liable for any attorney's fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. Payments of such contributions will be made WEEKLY, by one check made payable to the I.A.T.S.E. National Benefit Funds, and transmitted with remittance reports on forms provided by the Funds, to their lockbox at I.A.T.S.E. National Benefit Funds, P.O. Box 11944, Newark, NJ 07101-4944.

D. Overage

1. **Overage Participation**—Upon one hundred percent (100%) recoupment of the Employer's Production Expenses, defined as the total expenses, charges and disbursements actually incurred and paid (but not pre-paid) by Employer in connection with the Tour up to and including official opening performance thereof, including but not limited to production fees (i.e. executive producer fees, office fees, management fees, casting fees, one-time fees to the creative team, production assistant fees); costs of sets, costumes and physical properties (built, purchased and /or rented); insurance premiums related to the Tour; casting and rehearsal charges and expenses; reasonable housing and transportation charges and expenses necessary for the Tour; advance publicity and advertising (including production of television and radio commercials); and all required and appropriate taxes (if any) incurred. Employees will accrue the right to participate in the Employers share of Overage, defined, calculated, and earned as set forth below.
 - i. Overage shall be defined as weekly NAGBOR less the Employer's weekly guarantee (plus up to 10% of NAGBOR) and the Presenter's expenses for that week;
 - ii. In weeks in which there is Middle Money to the Employer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder. Middle Money shall be defined as a negotiated sum of money paid to the specific party, e.g. Employer, the Presenter, or some other individual, after the Guarantee, percentage of NAGBOR, and Presenter's Expenses are paid, but before Overage split. This can also be called "next money" or "third position".
 - iii. When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder after actual deductions for Presenter expenses.
 - iv. Overage participation to Employees in weeks that are subject to Terms Deals, defined as engagements where the Employer and Presenter agree to split the net box office receipts rather than being paid on a guarantee sometimes with certain terms (e.g., advertising and labor costs) taken off the top. Overage participation

to the Employees shall be calculated per the following:

NAGBOR, less the agreed upon expenses between the Presenter and Employer in the Settlement (e.g., advertising and labor costs); other actual documented expenses, if any; and the average weekly guarantee as established in determining qualification hereunder for the tour, plus the average NAGBOR percentage established in the average weekly guarantee (up to 10%). Where a simple percentage of the Employer's Documented Share of the Overage is set forth in the 'Terms Deal', it shall be used in that market as the basis for calculating Overage Participation on such dates to the individual Employees. Where the Employer's Documented Share of the remainder of Overage for that market is not a straight percentage, the figure used for the purpose of calculating Overage Participation to the individual Employee shall be the average Employer share percentage as is used for Overage on the guaranteed dates.

- v. If Employer participates or receives payment or shares in monies above the stated flat fee in any flat fee engagement, Overages shall be calculated as if the engagement had been presented at the shows Average Weekly Guarantee as established in determining its qualification hereunder;
- vi. Employees on vacation shall accrue Overage. Vacation replacement Employees shall not accrue Overage;
- vii. Effective the week following recoupment, each eligible Employee shall accrue 0.2% of the Employer's share of Overage, in addition to Employee's contractual salary. Employees shall not earn nor receive any Overage unless and until they complete the term of their employment, as such term is set forth in the deal memorandum executed by the Employee prior to their commencement of employment.
- viii. Employees shall receive Overage participation, if any, following completion of their employment term.

2. **Audit Rights—**

- a) All productions using this Contract shall provide the following information to the I.A.T.S.E.:
 - 1. Weekly Box Office statements/settlements, signed by the Employer (or representative) and the Presenter (or representative) and the Presenter (or representative).
 - 2. When the show plays a city on a "Terms Deal" in addition to the Box Office settlement signed by the Employer (or representative) and the Presenter (or

representative), the I.A.T.S.E. shall receive a statement outlining the following:

- i. NAGBOR
 - ii. The Average Guarantee for the Tour
 - iii. Actual expenses
- 3. Unaudited profit and loss statements;
- 4. Audited profit and loss statements (if provided);
- 5. Status reports of progress towards recoupment, submitted quarterly or whenever delivered to others.

Weekly Box Office statements/settlements will be due no later than seven calendar days after the end of each fourth week of performances. Unaudited profit and loss statements will be provided to the I.A.T.S.E. at the same time as when provided to the investors, out in no case later than 45 calendar days after the end of each eighth week of performances. Audited profit and loss statements, if any, will be provided to the I.A.T.S.E. at the same time as when provided to the investors.

- b) The I.A.T.S.E. has the right to audit, at its expense, any and all productions in accordance with standard business practices.

ARTICLE SIXTEEN—NON-LEAGUE S

A. Qualifications

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 4 and 6 through 8 below, and if so, the terms and conditions outlined in Section B below shall apply:

- 1. The production's initial itinerary must provide that a majority of its engagements are one week or less.
- 2. No engagement may be longer than four (4) weeks, except:
 - a. Engagement(s) in New York City;
 - b. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers;

3. The production's Average Weekly Guarantee is no more than:

| 7/17/2023 to 6/30/2024 | Effective 7/1/2024 | Effective 7/1/2025 |
|-------------------------------|---------------------------|---------------------------|
| \$277,000 | \$280,000 | \$282,000 |

4. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the Broadway League—IATSE Contract.
5. The Production must have an average weekly guarantee of no more than the amounts delineated above (the “Base Figure”) plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of thirty-eight (38) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
6. The total touring company must be comprised of a total of 20 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
7. The employers Average Weekly Guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six (6) trucks plus an advance (if any).
8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors' Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

B. Minimum Rates of Pay:

| Minimum Wages, Per week | 07/17/23 to 06/30/24 | 07/01/24 to 06/30/25 | 07/01/25 to 06/30/26 |
|--|---------------------------------|---------------------------------|---------------------------------|
| Heads of Department | \$967 | \$977 | \$987 |
| Assistants and Personal Star Dressers | \$839 | \$849 | \$859 |

1. Per Diem for Contract:

- a) When Employee is traveling overnight by Employer provided sleeper coach transportation, PerDiem shall be \$59.00 per night.

- c) If Employee elects the Employer paid single occupancy housing, the Per Diem shall be \$59.00 per night.
- d) If Employee elects the Employer paid double occupancy housing, the Per Diem shall be \$70.00 per night.
- e) If Employee elects to arrange for Employee's own accommodations, the Per Diem rate shall be \$59.00 per night.
- e) Per Diem rates shall increase by \$1.00 in Year 2 and Year 3 of this Agreement (one and two calendar years following the effective date).

C. Benefits

1. **Pension** – Beginning with the Employee's fifth (5th) week of employment but in no event later than the official opening week of the Tour, Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$20.00 per week for each week's employment on behalf of the Employee or \$4.00 for each day in any week in which the crew is called to work fewer than four (4) days for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended.
2. **Health and Welfare** – For the period beginning July 17, 2023 through June 30, 2026, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$192.00 for each week's employment on behalf of the Employee, or \$32.00 per day for each day in any week in which the crew is called to work fewer than four (4) days.
3. **Annuity Fund**—Beginning at the commencement of this Agreement, the Employer agrees to contribute for the period a sum equal to three percent (3%) of the actual weekly salary per week capped at a maximum of \$42.00 per week for each week's employment on behalf of the Employee. Said contributions shall be made and coverage provided in accordance with the rules and regulations of the I.A.T.S.E. Annuity Fund as now in force or as hereafter amended by the Fund. The Employer will permit Employees to defer part of their salary to the I.A.T.S.E. Annuity Fund (subject to statutory limitations and the rules of the Annuity Fund) and will transmit those salary deferrals to the I.A.T.S.E. Annuity Fund.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the aforesaid Funds and to be liable for any attorney's fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. Payments of such contributions will be made WEEKLY, by one check made payable to the I.A.T.S.E. National Benefit Funds, and transmitted with remittance reports on forms provided by the Funds, to their lockbox at I.A.T.S.E. National Benefit Funds, P.O. Box 11944, Newark, NJ 07101-4944.

D. Overage

1. **Overage Participation**—Pursuant to Article 15, Paragraph(s) D, 1(i ii, iii, iv, v, vi, and viii), upon one hundred percent (100%) recoupment of the Employer's production expenses, each eligible Employee shall accrue 0.15% of the Employer's share of Overage, in addition to employee's contractual salary.
2. **Audit Rights— Same as Article 15(D)(2)**

ARTICLE SEVENTEEN – FORCE MAJEURE

In the event that any work call shall be prevented by Force Majeure (including but not limited to: acts of God, severe storm, fire, the acts of regulations or governmental agencies or public authorities, war riots, black-out, fuel or power shortages, public mourning, act of public enemy, epidemic, pandemic, interruption of transportation services, -- as those event or circumstances are reasonably understood -- or cancellation of a performance by the artist and/or the presenting company due to circumstances beyond their control), the Parties agree that there shall be no claim for damages by either Party against the other, stemming from a Force Majeure event. The Parties further agree that the Employer has no compensation obligations, but shall pay the costs of Employees' transportation from the location of the Force Majeure event to the place where each Employee was engaged or resides. Further, alternatively, the Employer may retain the Employee without compensation for two (2) days, if the Employer also pays the Employee's per diem and housing for such time. After such two (2) days, the Employer retains the option either to retain and pay the Employee full compensation or suspend all payment to such Employees and pay for transportation as set forth above.

To the extent there is a weather or other state of emergency declared by civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent week without incurring any penalty or premium, so long as no more than sixteen (16) performances are given in any two-week period.

ARTICLE EIGHTEEN – COMPLIANCE WITH LAWS

The Parties agree and intend that the provisions herein are in compliance with all applicable local, state, and federal laws. However, should any such provision, either as written or as applied, be determined not to be in compliance with any applicable laws by a court of competent jurisdiction, then, in such event, this entire Agreement shall be subject to immediate re-negotiation.

ARTICLE NINETEEN – DEPARTMENT HEADS

Department heads (Head Carpenter, Head Electrician, Head Audio, Head Props, Head Wardrobe, and Head Hair and Makeup) may be responsible for directing local crew members during load-ins, performances, and load-outs. Should any member of local crew present safety or

performance issues, the Parties agree that department heads, in conjunction with the Employers, shall have the ability to make recommendations regarding removing, or taking any other necessary steps with respect to the local crew member to ensure the safety, quality, and efficiency of the production.

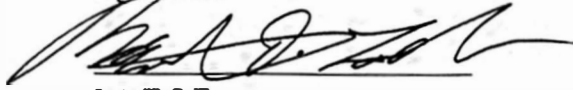
ARTICLE TWENTY – TERM

This Agreement commences on July 17, 2023 and continues through June 30, 2026.

ARTICLE TWENTY-ONE – AGREEMENT

This Agreement shall not be modified, amended or revoked except in writing signed by each of the parties hereto.

Agreed to:



I.A.T.S.E.

Daniel Sher

Big League Productions Inc.



NETworks Presentations LLC



Crossroads Live North America, LLC
(f/k/a Troika Entertainment LLC)

St. G. J.

Work Light Productions, LLC