

Standard Co-operative Agreement

This Agreement is dated the _____ day of _____
Between the parties set out in Schedule A of this Agreement.

1. PERFORMANCES

A. Production Details

_____ wishes to produce the play _____

Written by _____ (hereafter called "the production").

B. Rights Warranty

_____ warrants that they have acquired all rights necessary by law to stage this production.

C. Venue

The production will be staged at _____

D. Venue Capacity

E. Ticket Prices

- **Standard:** _____
- **Concession:** _____

F. Rehearsals

Rehearsals for the production will commence on _____

G. Preview Date

The production will preview on _____

H. Opening Date

The production will open on _____

I. Closing Date

The production will close on _____

J. Performance Schedule

The production will be performed _____ times a week.

K. Performance Times

L. Co-operative Agreement

The parties to this Agreement have agreed to work on the production on the basis of a co-operative venture. The terms and conditions of the venture are set out in this Agreement.

2. AGREEMENT

2.1 Payment Terms

(Strike out either 2.1a or 2.1b)

2.1a The parties to this Agreement will provide their services to the co-operative and be paid the amount of _____ per week / as a lump sum (delete one) in part payment for their services and a share of the profit as set out in Section 6. This profit will be disbursed within 28 days of the conclusion of the production.

2.1b The parties to this Agreement will provide their services to the co-operative without the benefit of a fee as defined in any Award or other industrial agreement. At the conclusion of the production, they will receive a share of the profit as set out in Section 6.

2.2 Budget Approval

The parties acknowledge and agree to the budgeted production costs as set out in Schedule B & Schedule C.

2.3 Additional Disbursements

No additional disbursements will be made beyond the approved budget without unanimous agreement.

2.4 Acceptance of Paid Work

If a party accepts paid work outside this Agreement, they must provide notice and will be entitled to their share of the profits up to their last day of service.

2.5 Tax Responsibility

Each party is responsible for their own taxation obligations.

2.6 Publicity Obligations

Each party will be available for promotional activities, given reasonable notice.

2.7 Financial Records

_____ (designated co-op member/s) will maintain financial records, which will be available upon request. Reports will be provided weekly.

2.8 Smoking Requirement

If the production includes smoking, this must be mutually agreed upon.

2.9 Nudity Requirement

If nudity or semi-nudity is required, this must be negotiated before signing and stipulated in Section 4: Special Conditions.

2.10 Credit & Billing

The Producer will ensure all performers are accurately credited in promotional materials.

2.11 Complimentary Tickets

Each party will receive _____ complimentary tickets for the run of the production, arranged via the Producer.

2.12 Safe Working Environment

Performers may refuse to work in hazardous conditions.

2.13 Right of First Refusal for Remount

If the production is remounted in a paid season, performers have the first right to their roles.

2.14 Copyright & Rights

The Producer warrants ownership of all necessary rights.

2.15 Recording Restrictions

No video or sound recording will be made without a separate agreement.

2.16 Makeup & Special Effects

Performers provide standard makeup; special effects makeup is provided by the Producer.

2.17 Costumes

The Producer will provide all necessary costumes.

3. CONSTRUCTION

3.1 Governing Law

This Agreement will be governed by the laws of New Zealand.

3.2 Dispute Resolution

Disputes will first be resolved internally. If unresolved, they will be referred to the Department of Labour Mediation Service. Costs will be shared equally.

4. SPECIAL CONDITIONS

(Refer to Section 2.9 if applicable)

5. AGREEMENT COMPLETE

This Agreement contains the entire understanding of the parties. None of the parties has made any representations, warranty, covenant or undertaking of any nature whatsoever, express or implied in connection with or relating to this Agreement, other than expressly set forth herein.

6. SIGNED AS AN AGREEMENT

Signed for and by:

Co-op Share (%):

Witnessed by:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE A: Parties to the Agreement

1. PERFORMERS

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. OTHER CREATIVE / TECHNICAL PERSONNEL

Role	Name	Address
Director	_____	_____
Producer	_____	_____
Production Manager	_____	_____ _____
Set Designer	_____	_____ _____
Lighting Designer	_____	_____ _____
Costume Designer	_____	_____
Sound Designer	_____	_____ _____
Choreographer	_____	_____ _____
Stage Manager	_____	_____ _____
Lighting Operator	_____	_____ _____
Publicist	_____	_____ _____

SCHEDULE B: Approved Production Costs

Category	Cost (\$)
Intellectual property rights	_____
Fees	_____
Premises	_____
Marketing/Publicity	_____
Insurance	_____
Plant & Equipment	_____
Props/Stage Requirements	_____
Lighting Requirements	_____
Sound Requirements	_____
Accounting/Record Keeping	_____
TOTAL	_____

SCHEDULE C: Investment in Production

Source of Funds	Amount (\$)
Lease and hire purchase commitments	_____
Loan – Long Term	_____
Loan – Short Term	_____
Suppliers Credit	_____
_____	_____
_____	_____