

# OPEN

short duration & multi-engagement dance policy

*The OPEN is in effect to September 30, 2018.*

**DANCE**  
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## OVERVIEW

The **OPEN** Dance Policy (**OPEN**) is designed to support the engagement of dance artists working in a diverse range of practices for short-duration performances and activities.

The **OPEN** offers protections and supports that are offered in other Canadian Actors' Equity Association (Equity) policies while taking a new approach based on the duration of the performance piece, the number of artists performing in each piece, the number of performance pieces, the number of times the performance piece(s) is presented. Additionally, there is a multi-booking incentive for Engagers.

The **OPEN** invites non-traditional dance artists to work under professional protections within competitive, freestyle, multidisciplinary, social, commercial, cultural and other diverse dance forms.

The **OPEN** may be used to engage dance artists in not-for-profit or commercial activities and provides for both individual and group engagements. Additionally, we have included short-form agreements to be used for Judging and Competition activities.

*Equity has a number of other policies which may also suit your needs. Please contact Equity for more information on the Collective Policy, the Festival Policy and the D·O·T Policy to see if one of those is a better fit for your work in dance.*

Members of ACTRA/UBCP, Union des Artistes (UDA) or any other professional artists' association or union are required to be signed to an **OPEN** engagement contract unless otherwise agreed to by Equity, and may be required to join Equity as per the applicable reciprocal agreement. If there is no reciprocal agreement between Equity and the other professional artists' association or union, any affiliated Artist may be required to join Equity, at Equity's sole discretion.

In implementing the new **OPEN**, we welcome and encourage Artist and Engager feedback. Please contact Equity at busrep@caea.com with any suggestions or comments.

### 1. WHO CAN USE THE OPEN?

Under the **OPEN**, an Engager may be an individual Artist who is self-engaging, it may be an Artist who is engaging other Artists or it may be a producer, organizer or company who is engaging an Artist or Artists. The **OPEN** is flexible enough to accommodate all of these kinds of working arrangements. In all of these cases, the person or company engaging the Artists is known as the Engager.

### 2. I PRODUCE AND PARTICIPATE IN MY OWN WORK. HOW DO I SELF-ENGAGE?

An Artist who is the producer of and wishes to participate in their own work may self-engage. A self-engaging Artist must make arrangements with Equity for their engagement. Equity members producing their own work may also engage other Artists under the terms of the **OPEN**, and in such cases all provisions of the **OPEN** would apply.

Equity members who wish to self-engage should contact an Equity Business Representative to discuss the needs of their activity and to ensure all appropriate arrangements are put into place.

### 3. HOW DO I ENGAGE ARTISTS?

An Engager must make appropriate arrangements to engage an Artist under the **OPEN**.

#### (A) Negotiation Phase

An Engager, through their own independent casting/selection process, will identify and contact the Artist(s) to propose a fee for the activity. A proposed fee must be agreed upon by the Artist and the Engager but that agreed-upon fee cannot be less than the applicable minimum fees expressed in the **OPEN**. Choreographers may request a royalty payment for use of their work (see Fee Schedule).

An Artist is free to negotiate compensation in excess of the minimum fees expressed in the **OPEN**.

Once the negotiation phase is complete, the Engager must submit a "Request to Engage" form to Equity.

*Choreographers have the right to negotiate royalties on their original creations.*

*Choreographers are encouraged to record, note or sketch their choreography and send a copy via registered mail to themselves in order to officially document the date of copyright.*

*Do not open this envelope and keep it safe as proof of the creation date.*

**(B) Request to Engage Form**

When the Engager has completed the Request to Engage form, it may be sent to Equity by mail, fax or email. Ideally, a request should be submitted four weeks in advance of the engagement, but some exceptions can be made based on circumstances.

**4. WHO DO I GET THE ENGAGEMENT CONTRACTS FROM AND HOW DOES THIS ALL WORK?**

**(A) Processing of Request to Engage and Issuance of Engagement Contracts**

Equity will process all requests as quickly as possible and will let the Engager know if any further information is required. This is a collaborative process and Equity will work with the Engager to assist them along the way to ensure the arrangements work for everyone.

Once the details of the engagement are finalized and agreed upon, Equity will send a confirmation letter with all of the engagement details and outlining what the next steps are in order for Equity to send out the **OPEN** engagement contracts. When those steps are completed, Equity will issue the engagement contracts by email. Or at the request of the Engager, hard copies may be picked up at Equity's National Office.

The Engager will provide three copies of the contract to the Artist (all blanks to be completed first by the Engager, and signed first by the Engager). The Artist must complete the Artist information section, sign the contract, return two copies to the Engager, and keep one for their own files. The Engager retains one copy and must file one copy with Equity.

Contracts must be completed in ink.

**(B) Authorization to Deduct and Remit**

By signing an **OPEN** engagement contract, the Artist authorizes and directs the Engager to deduct any dues, initiation fees and periodic assessments (as requested by Equity) from the Artist's fee and to remit these amounts to Equity at Equity's request.

**(C) Riders**

A rider is an addendum to the contract outlining additional working terms and conditions negotiated between the Engager and the Artist. Should a rider be necessary, Equity is available to assist and suggest appropriate language. Riders must be approved by Equity before being presented to an Artist for signature.

**(D) Waiver of Terms**

Neither the Engager nor the Artist has any right or power to waive or amend the conditions expressed in the **OPEN** without the written consent of Equity.

**5. HOW DO PAYMENTS WORK?**

Once the contractual fees are negotiated and confirmed by Equity as part of processing a Request to Engage form, Equity will calculate and confirm the total contractual fee, as well as the amounts to be deducted from the Artist and sent to Equity by the Engager (see Section 6). These amounts may also include back dues (if any) owing to Equity. As part of confirming the arrangements, which will include issuing a letter to the Engager, Equity will also send along a spreadsheet detailing the total fees, total deductions and net fees payable to the Artist.

The net fee payable to the Artist is the total contractual fee minus all applicable deductions. The applicable service tax (HST, etc.) payable to the registered Artist is calculated on the total contractual fee. As well as the net fee and service tax, if applicable, the amount payable to the Artist may also include any pre-arranged additional services, per diem amounts and reimbursement for any return travel expenses for which the Artist has already paid.

Payment to Equity may be made by certified cheque or money order, and payment to the Artist must be made by certified cheque, money order, direct deposit or email money transfer. In some cases and for short-duration engagements only, Equity may agree to a cash payment to the Artist. The Artist's contract will have a rider stating the Artist has been paid in cash, and the Artist's signature on the contract confirms receipt of the payment.

**(A) Full Prepayment for Single-Day Engagements**

Single day engagements are to be prepaid in full. Prepayment means that all dues and benefits deductions and/or other amounts are paid to Equity in advance and the Artist is paid their entire net fee, and any other applicable amounts, upon the signing of the **OPEN** engagement contract.

In this case, after receiving the confirmation letter, the Engager will send the following to Equity:

- (i) the full amount for Artist deductions;
- (ii) a copy of the payment to the Artist for their net fee, and
- (iii) any other applicable amounts.

Equity will then issue the engagement contracts by email or if the Engager is in Toronto, in hard copy at the request of the Engager.

**(B) 50/50 Payment Option for Longer Engagements**

For engagements of more than one day, the Engager has the option to pay the Artist 50% of their net fee, and any other applicable amounts, upon the signing of the **OPEN** engagement contract, and 50% not later than noon on the day following the first presentation. For this option, all dues and benefits deductions and/or other amounts are sent to Equity in advance with a copy of the payment to the Artist for 50% of their net fee. Equity will then issue the engagement contracts by email, or if the Engager is in Toronto, in hard copy at the request of the Engager.

The Artist's contract must have a rider confirming when and how the second 50% of their fee is to be paid.

An Artist may negotiate the full prepayment provisions for any engagement.

**6. ARE THERE ANY DEDUCTIONS? WHAT ARE THEY FOR?**

The Engager will deduct the following amounts from an Artist's contractual fee and remit the amounts to Equity on the Artist's behalf.

**(A) Equity Members**

**(i) Working Dues**

Working dues deductions of 2.25% calculated on the total contractual fee.

**(ii) RRSP Contribution**

RRSP deductions of 6% calculated on the total contractual fee.

**(iii) Insurance**

Insurance plan coverage deductions may be daily, for engagements of four days or less in a week, or weekly for engagements of five days or more in a week. The daily insurance premium is \$5.00, and the weekly insurance premium is \$22.00. For the purposes of applying the insurance premiums, a week is Monday through Sunday inclusive.

**(B) ACTRA/UBCP Members**

ACTRA/UBCP members who choose not to join Equity in accordance with the Reciprocal Agreement will have the protection of an **OPEN** engagement contract, but will not be entitled to participate in Equity's benefit programs, such as RRSP and insurance plan coverage. ACTRA/UBCP members who decline membership in Equity will have filing fees equal to those deductions applicable to Equity members as outlined above deducted from their contractual fee.

**(C) UDA Members**

UDA members are entitled to work in Equity's jurisdiction up to three times per year without being required to join but may join if they so wish. UDA members who do not wish to join must complete and return a Courtesy Work Permit which will be provided by Equity along with the Artist's **OPEN** engagement contract. UDA members will not have deductions made for insurance, and will not have insurance plan coverage. However, the deductions for working dues and RRSP will apply. RRSP deductions received by Equity will be forwarded to UDA by Equity.

**(D) Other Professionally Affiliated Artists**

Artists who are members of other professional artists' associations or unions (i.e., AGMA) who choose not to join Equity will have the protection of an **OPEN** engagement contract, but will not be entitled to participate in Equity's benefit programs, such as RRSP and insurance. Such Artists will have filing fees equal to those deductions applicable to Equity members as outlined above deducted from their contractual fee.

## 7. WHAT ARE THE APPLICABLE FEES? IS THERE COMPENSATION FOR OTHER THINGS?

### (A) Standard OPEN Minimum Fees

Please see the **OPEN** minimum Fee Schedule for more details.

### (B) Additional Outreach Activities

Additional outreach activities (e.g., talkback, panel discussion, workshop, etc.) added to a presentation may incur additional fees. Please include all additional outreach activities in the Request to Engage form.

### (C) Additional Disciplines

If an Artist is asked to perform additional disciplines (e.g., sing, etc.) within a performance piece, they are required to be compensated for this additional work. Compensation will be negotiated between the Equity representative and the Engager.

### (D) Contractual Fee

All negotiated fees must meet the applicable minimum requirements expressed in the **OPEN**. The total fee negotiated between the Engager and the Artist will be stated on the **OPEN** engagement contract.

### (E) Choreographer's Royalty

In addition to the contractual fee, a Choreographer has the right to negotiate a royalty for extended use of their work. Any negotiated royalties will be noted on the Artist's **OPEN** engagement contract, so please include this information in the Request to Engage form.

### (F) Service Taxes

Applicable service taxes (GST or HST) must be paid to an Artist who provides their GST/HST number to the Engager. The service tax is calculated on the negotiated contractual fee, as well as any other compensation for additional duties, overtime, and/or performances. Services taxes may not be included in the negotiated contractual fee.

### (G) Return Transportation for Out-of-Town Artists

The Engager will provide return transportation (one round trip) to any Artist who does not reside in the Engager's point of origin. For the purposes of the **OPEN**, an Engager's point of origin is defined as the 50-kilometre radius from the address of the Engager's primary place of business. In the event that the primary place of business (office/home office) differs from the Engager's mailing address, please confirm the primary place of business address.

Return transportation should be booked in consultation with the Artist and at times that are agreeable to the Artist. Return transportation may be provided by air or rail, or in the case where such methods are unavailable or inappropriate due to short distances, by bus. The provision of return transportation must also include payment for reasonable ground transportation costs to and from airports/terminals, as well as in the case of air travel, payment for the cost of one checked bag (each way), where checked bag fees apply.

Should the Engager agree to an Artist driving his/her own vehicle as a method of transportation to and from the point of origin, the Engager will pay the Artist a per-kilometre rate of not less than fifty-four cents (\$0.54) for one round trip only.

### (H) Payment for Use of Own Vehicle

Should an Artist be required to use their own vehicle for Engager business, the Artist will be paid a per-kilometre rate of not less than fifty-four cents (\$0.54). In such cases, the Artist will invoice the Engager directly.

## 8. WHAT ARE THE REHEARSAL AND PERFORMANCE HOURS?

### (A) Rehearsal Hours

#### (i) Standard Rehearsal Hours Prior to the First Public Presentation

The standard rehearsal hours prior to the first public presentation are a maximum of six out of seven consecutive hours per day to a maximum of 30 hours within one week. Some freestyle forms will have few or no rehearsals.

If there are challenging new motions or concepts to practice outside of a group rehearsal, the freestyle Artist may charge a development fee for up to three hours for personal rehearsal at \$25.00 per hour.

**(ii) Standard Rehearsal Hours on a Presentation Day**

On a presentation day, an Artist may be called to rehearse for one continuous call of up to three hours on the following conditions:

- (a) the rehearsal call may not begin before 11:00 a.m.; and
- (b) there must be at least one and a half hours free between rehearsal and the half-hour call.

No Artist may be called to rehearse on a day when the total performance piece(s) time exceeds one hour.

The minimum fee for a rehearsal call on a presentation day is no less than three hours.

**(B) Meal Breaks**

There will be a break of one and a half hours following every three hours of rehearsal. The meal break may be reduced to one hour with the agreement of all the Artists.

**(C) Rest Periods**

For every hour of rehearsal, there will be a five-minute break within each hour or one 15-minute break after two hours.

**(D) Maximum Number of Presentations**

Unless otherwise agreed to by Equity, the total maximum number of performance pieces presented per day/week may not be more than any one of the following:

- (i) two 46-minute to one hour performance pieces per day / seven presented in a week;
- (ii) three 30- to 45-minute performance pieces per day / nine presented in a week;
- (iii) four 15- to 29-minute performance pieces per day / 12 presented in a week;
- (iv) five 8- to 15-minute performance pieces per day / 16 presented in a week; or
- (v) six one- to seven-minute performances pieces per day / 20 presented in a week.

**(E) Half-Hour Call/Post-Presentation Activities**

The Artist will have a half-hour call immediately prior to the beginning of a presentation to be used solely for the Artist for the purposes of physically preparing for the presentation, putting on costumes and/or makeup. The Artist may not be called more than 30 minutes prior to start of a presentation, except in the case of an extended make-up call, for which the Artist shall be paid at the overtime rehearsal rate.

The Artist may not be required to remain at the presentation venue/location after the final curtain. Participation in post-presentation talkbacks or Q&A sessions is voluntary and at the discretion of the Artist unless previously contracted for an outreach activity.

**(F) Other Calls**

All calls, including costume fittings, photo calls, notes sessions, technical sessions, production meetings, hair and makeup calls, etc., must take place within the allowable rehearsal hours.

**(G) Overtime**

Should the Artist be called for more than the standard allowable hours, the overtime rate of 150% per hour (time and a half), calculated on the Artist's negotiated hourly fee shall apply.

**(H) Overnight Rest**

There must be a minimum of 12 hours free from the end of the rehearsal or presentation, whichever is later, on one day to the start of work on the next day.

**(I) Free Day**

The Artist must be provided with one free day in each engagement week (defined as Monday to Sunday, inclusive) during which the Artist will not be required to provide any service. Free days cannot be scheduled more than nine days apart.

## 9. HOW DO WE MAINTAIN SAFE AND RESPECTFUL PRACTICES?

### (A) Freestyle Improv Contact

Within the freestyle improvisation, if an Artist engages in behaviour that is considered dangerous, it must be immediately addressed by the Engager, and the Artist asked to cease the behaviour. Artists engaged under the **OPEN** have the right to full compensation without continuing a performance piece if dangerous circumstances arise and are not addressed. If there is freestyle contact involved, the participating Artists shall discuss safe boundaries prior to the start of the performance piece.

### (B) Respectful Environment

No dancer shall be asked to do movement with another dancer or music artist that is in violation of the harassment/negative work environment provisions of the **OPEN**.

## 10. WHO IS RESPONSIBLE FOR THE COSTUMES?

If the Engager requires specific costume or costume elements for the presentation(s), they must be provided by the Engager or the Artist must be reimbursed for the cost, based on a prior negotiated budget range.

Costumes provided by the Engager must be approved by the Artist no less than 48 hours prior to the presentation. Costume fittings must take place within rehearsal hours. Costumes that are rented or borrowed must be cleaned properly prior to wearing.

## 11. WHAT ARE THE OTHER IMPORTANT CONDITIONS IN THE WORKPLACE?

### (A) Safe and Sanitary Places of Engagement

The Engager will ensure that all places of engagement are safe and sanitary. Equity's representatives have the right to inspect all places where an Artist is required to provide service to determine whether such places are safe and sanitary. *The Safety Guidelines for the Live Performance Industry* in Ontario have been adopted by Equity as acceptable health and safety standards, and are available online at <https://www.labour.gov.on.ca/english/hs/topics/performance.php>. In addition, in some provinces, Workers' Compensation provisions will dictate the health and safety requirements for Artists. It is the Engager's responsibility to abide by all applicable Workers' Compensation legislation in effect in their province and to pay all premiums as required.

### (B) Temperature

The Artist will not be required to participate in rehearsals or presentations when the temperature in the workplace (rehearsal and presentation venues) is below 18°C or above 32°C. The measured temperature at floor level one-half hour before the commencement of rehearsals and/or presentations must be between 18°C to 30°C. The rehearsal halls, theatre or venue, stage, wings of the stage, and dressing rooms will have reached the minimum temperature specified above prior to the Engager requiring the Artist to provide any service.

It is understood that some costuming or presentation elements may require special consideration and the requirements may be adjusted to ensure the health and safety of the Artist. Equity will make the final determination in such cases.

### (C) Dressing Rooms/Facilities

Best efforts will be made to provide separate dressing rooms for male and female Artists, if dressing rooms are required by the nature of the presentation. There must also be reasonable and convenient access to hot water, non-public toilet facilities, and where body makeup is used, showers with hot water.

The Engager will provide a safe and secure location for the Artist's valuables.

### (D) Dance Surface

A dance surface must not pose a hazard, be slippery or dirty. The Artist will not be required to rehearse or perform on any other surface that the Artist or Equity may feel is unsafe or that may be the cause of an injury to an Artist.

### (E) Non-Standard Venues

Where the Engager anticipates that activities (rehearsal and/or presentation) may take place in non-standard conditions (i.e., outside, ad hoc spaces, etc.), the venue conditions and environment must be discussed with Equity and the Artist in advance to ensure adequate health and safety considerations are made.



**(F) Health and Safety Check**

In the event that extraordinary activities are part of the engagement (i.e. pyrotechnics, aerial acrobatics or wire lifts), a health and safety check must take place prior to presentation. The Artist must be present.

**12. UNDER WHAT CONDITIONS MAY PHOTOGRAPHS BE TAKEN?**

The Engager may take photographs as follows:

- Artists must receive no less than 48 hours' notice in writing of a photo call. The notice should include all details of the call, including information on costumes, presentation details, intention and duration of the call and intended use of photos.
- Artists must approve any alterations or use in an unrelated context from the original photo.
- Artists will not be required to pose nude.
- Artists may request copies of the photographs for promotional use. Copies will be provided at no cost to the Artist.
- Photo calls are considered rehearsal hours.

**13. WHAT HAPPENS WHEN RECORDINGS ARE MADE FOR USE IN A PERFORMANCE PIECE?**

Should the Engager wish to make a recording for use in the performance piece, the following provisions apply:

**(A) Artist Engaged for a Performance Piece/Activity**

- Artists may agree to participate in recordings used exclusively for the performance piece/activity.
- The recording may only be used in the performance piece/activity it was made for, not for subsequent activities.
- If a recording takes place outside of regular rehearsal hours, the Artists shall be paid overtime rates at time and a half of their contracted rehearsal rate.

**(B) Artist Engaged Solely for Recording**

- Artists engaged solely for a recording, and not also engaged for the performance piece/activity, will be paid no less than the applicable minimum performance piece fee plus the per-hour rehearsal fee for each hour of service.
- For each performance piece in which the recording is used, the Artist will be paid no less 2.5% of the total fee the Artist was paid to make the recording.

**14. MAY RECORDINGS BE MADE FOR PUBLICITY OR PROMOTION?**

The Engager may make and use a recording of rehearsal and/or performance as outlined below.

**(A) Publicity**

- The Engager may make a recording for publicity purposes. The Artist will be notified in writing of the recording no less than 48 hours in advance. The notice must include an outline of the intended use of the recording.
- Publicity recordings by media outlets may occur with 24 hours' notice to the Artist.
- Time spent participating in a recording is considered rehearsal time. Recordings made outside of standard rehearsal hours shall be paid as overtime.
- With the consent of all Artists whose work is represented in a recording, an Artist may be provided a copy of the recorded material for the Artist's personal promotional use upon request.
- The Engager may not receive any revenue for the use of the recording.
- The names of all Artists must appear on the website, or other platform; and
- The Engager is responsible for any misuse of the material.

**(B) Promotion/Funding Acquisition**

The Engager may use a recording for promotion to potential sponsors, funders, donors and presenters on the following conditions:

- This recording is the property of the Engager and will not be copied or broadcast by any sponsor, funder, donor or presenter.
- The names of the Artists shall appear at the beginning of the promotional recording.
- For the use of the promotional recording made during rehearsal or performance, in addition to the Artist's contractual fee for the activity, the Artist will be given the right of first refusal in any subsequent presentation of the performance piece by the Engager, or will be paid 1/6th of the Artist's original contractual fee or \$150.00, whichever is greater.
- The Artist may decline the right of first refusal and, in such cases, will be paid as above.

**(C) Archival**

The Engager may record a rehearsal or performance to be kept for archival purposes. The Engager will provide the Choreographer with a copy of the recording for their personal promotional use upon request.

**(D) Non-publicity/Promotion/Archival Use of an Existing Recording**

If the Engager wants to use a recording made for publicity or promotion use for other purposes, the Engager should contact Equity to confirm applicable use fees and arrangements required.

**(E) Other Recordings**

If the Engager wants to make a recording other than as provided for above, the Engager should contact Equity to discuss the necessary arrangements.

**15. ARE EVERYONE'S NAMES SUPPOSED TO BE IN THE PROGRAM AND ON THE WEBSITE?**

The participation of Artists engaged under the **OPEN** is to be recognized in the program (if any) and/or on an event poster (online or in print) listing the Artists' names and by the placement of an asterisk next to the Artists' name, with the following statement beneath:

\* The participation of this Artist (these Artists) is arranged by permission of Canadian Actors' Equity Association under the provisions of the **OPEN**.

The Engager must file a copy of the program/poster with Equity within a week of opening.

The Equity logo must be displayed in the program, flyer or poster image (online or in print) for presentations/activities with Artists engaged under the **OPEN**.

*Take advantage of publicizing your presentation information through our website **danceequity.com** for show listings, auditions and much more.*

*This is a complimentary service for Engagers and Equity members working under an Equity contract.*

**16. WHAT HAPPENS IF THERE IS TOURING?**

Please contact Equity for more information on touring provisions and requirements if touring outside of the point of origin is planned.

**17. WHAT HAPPENS IF THERE IS HARASSMENT OR A NEGATIVE WORK ENVIRONMENT?**

It is the Engager's responsibility to establish and maintain a workplace free from harassment and discrimination.

**(A) Harassment or Bullying**

Harassment includes, but is not limited to:

- (i) inappropriate or insulting remarks, gestures, jokes, innuendoes or taunting about a person's racial or ethnic background, colour, place of birth, citizenship, ancestry, creed, or disability;
- (ii) unwanted questions or comments about an Artist's private life; or
- (iii) posting or display of materials, articles, or graffiti, etc., which may cause humiliation, offence or embarrassment on prohibited grounds.

Bullying includes but is not limited to:

- (i) acts or verbal comments that could mentally hurt or isolate a person in the workplace;
- (ii) negative physical contact;
- (iii) repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people; or
- (iv) the assertion of power through aggression.

**(B) Sexual Harassment**

Sexual Harassment is one or a series of comments or conduct of a gender-related or sexual nature that is known or ought reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Artists have the right to be free from:

- (i) sexual solicitation or advances made by a person in a position to confer, grant or deny a benefit or advancement; or
- (ii) reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made by a person in a position to grant, confer, or deny a benefit or advancement.

Sexual harassment includes but is not limited to:

- (i) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, gender, or sexual orientation;
- (ii) unwanted touching or any unwanted or inappropriate physical contact, such as touching, kissing, patting, hugging or pinching;
- (iii) unwelcome enquiries or comments about a person's sex life or sexual preference;
- (iv) leering, whistling, or other suggestive or insulting sounds;
- (v) inappropriate comments about clothing, physical characteristics or activities;
- (vi) posting or display of materials, articles, or graffiti, etc., which is sexually oriented; or
- (vii) requests or demands for sexual favours, which include, or strongly imply, promises of rewards for complying (e.g., job advancement opportunities, and/or threats of punishment for refusal, such as denial of job advancement or opportunities).

**(C) Negative Work Environment**

All or part of the above may create a negative work environment for individuals or groups. This may have the effect of creating a toxic work environment. It should be noted that a person does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile or intimidating climate.

Any violation of these terms may be deemed a breach of the **OPEN**, resulting in a penalty payment of not less than two weeks' fees for each Artist affected. In addition, an incident of sufficient severity may constitute a material breach of the **OPEN** engagement contract, giving the Artist the right to terminate their **OPEN** engagement contract with the Engager, Equity consenting.

**18. MAY A CONTRACT BE TERMINATED?**

An Artist's engagement contract may be terminated as follows:

**(A) By Mutual Agreement**

With Equity's prior written consent, an **OPEN** engagement contract may be terminated by mutual agreement between the Engager and the Artist. The mutual agreement must be completed in writing and a copy filed with Equity.

**(B) Prior to the Start of the Engagement**

**(i) Termination by the Artist**

Prior to the start of the engagement, the **OPEN** engagement contract may be terminated by the Artist giving the Engager written notice at least two weeks prior to the start date specified in the **OPEN** engagement contract and paying the Engager 50% of the agreed upon total contractual fee. Should termination be due to accident or illness, no such payment will be required.

If the **OPEN** engagement is less than two weeks, then 48 hours' notice must be given to the Engager by the Artist.

**(ii) Termination by the Engager**

Prior to the start of the engagement, the **OPEN** engagement contract may be terminated by the Engager giving the Artist written notice, prior to the start date specified in the **OPEN** engagement contract, and paying the Artist an amount equal to 50% of the agreed-upon total contractual fee.

If the **OPEN** engagement is less than two weeks, then 48 hours' notice must be given to the Artist by the Engager.

A copy of all written notices, either from the Artist or the Engager, must be filed with Equity immediately.

**(C) During the Engagement Period**

Other than by mutual agreement, either party may terminate the **OPEN** engagement contract during the engagement period by giving two weeks' notice in writing to the other; such termination to be effective at the end of two weeks after the notice is given. When the Artist has been absent for seven consecutive days by reason of illness or accident, the Engager may terminate the Artist's **OPEN** engagement contract at the end of the seven days effective immediately. This seven-day period must be compensated at the contractual weekly fee. A copy of the written notice of termination must be filed with Equity immediately.

If the **OPEN** engagement is less than two weeks, then 48 hours' notice must be given by either party.

**19. WHAT HAPPENS IF PAYMENT ISN'T MADE?**

Non-payment or partial payment of contractual fees, overtime/additional duty amounts, daily expense allowance (per diem) amounts, service tax, dues and benefits remittances to Equity, and/or return transportation costs of the Artist, etc., when due, shall be deemed a material breach of the **OPEN** engagement contract, giving any Artist the right to terminate forthwith the Artist's **OPEN** engagement contract with the Engager, Equity consenting.

**20. WHAT HAPPENS IF THE TERMS IN THIS POLICY OR A SPECIFIC CONTRACT AREN'T MET?**

**(A) Breaches by the Engager**

A breach by the Engager of the terms and conditions of the **OPEN**, or the **OPEN** engagement contract, may result in a penalty payment of not less than the contracted fee for each Artist under contract, and will impact the Engager's ability to engage Equity members in future.

**(B) Breaches by the Artist**

A breach by an Artist of the terms and conditions of expressed in the **OPEN**, or the **OPEN** engagement contract, may result in disciplinary action being taken by Equity, as provided for in Equity's Constitution and Bylaws.

**21. WHAT IS EQUITY?**

Equity is the exclusive bargaining agent for the Artist. The granting of permission for the engagement of an Artist is on an individual basis only. It is necessary for the Engager to make application to Equity each time the Engager wishes to engage an Artist.

**22. WHAT IF THERE IS A DISPUTE ABOUT THIS POLICY OR A CONTRACT?**

Any dispute, claim or breach that cannot be resolved by the Engager and Equity shall be referred to arbitration for settlement. The arbitration process will be determined by Equity. Arbitration shall take place in the province of Ontario.

**23. HOW LONG IS THIS POLICY IN EFFECT?**

The **OPEN** becomes effective on August 15, 2017 and remains in effect until September 30, 2018. Equity reserves the right to modify or terminate this Policy at any time at its sole discretion.

## FEE SCHEDULE

The **OPEN** fee structure is designed to support a wide range of practices for short-duration performances and activities.

### Terms to know:

**Performance Piece:** A single dance work of a specific duration (running time).

**Presentation:** Each time a performance piece is shown in front of an audience.

**Multi-Booking Discount:** An optional discount to an Artist's fee for each presentation after the first.

In all cases, an Artist is free to negotiate compensation in excess of the minimum fees expressed in the **OPEN**.

## MINIMUM REHEARSAL FEES

Rehearsal Fee	Performer	Choreographer
Per Hour, or part thereof	\$25.00	\$35.00

A reasonable estimate of rehearsal time is at least one hour per minute of choreography/performance piece duration.

## MINIMUM PERFORMANCE PIECE FEE CALCULATOR

Performance piece duration, number of performers and number of presentations are the **OPEN**'s key minimum fee structure considerations.

The fee schedule is based on a minimum performer fee of \$150.00 per performance piece and \$25.00 per rehearsal hour; additional minimum fees apply for choreography and choreographic rehearsal time.

As the duration of a performance piece increases, the performer fee rises in \$25.00 increments reflecting the additional duration, responsibilities, and physical requirements of the performance piece. As more performers are engaged for a performance piece, the performer's fee may be reduced in increments of \$25.00 to reflect a shared performance duration, responsibilities, and physical requirements of the performance piece.

		Performance Piece Duration in Minutes												
		0	3	4	6	8	10	13	16	19	23	27	31	35
Artists Per Performance Piece	1	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00	\$375.00	\$400.00	\$425.00	\$450.00
	2	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00	\$375.00	\$400.00	\$425.00
	3	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00	\$375.00	\$400.00
	4	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00	\$375.00
	5	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00
	6	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00
	7	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00
	8	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00
	9+	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$175.00	\$200.00	\$225.00

## MULTI-BOOKING DISCOUNT

To encourage multiple bookings under the **OPEN**, a \$25.00 reduction may apply to each per performance piece fee after the first.

Multi-Booking Discount (MBD) Calculation Example					
3-Minute Piece (1 Artist, 4 Presentations)	MBD \$25 per Presentation After the First	6-Minute Piece (1 Artist, 4 Presentations)	MBD \$25 per Presentation After the First	16-Minute Piece (2 Artists, 10 Presentations)	MBD \$25 per Presentation After the First
	\$150.00		\$200.00		\$250.00
	\$125.00		\$175.00		\$225.00
	\$125.00		\$175.00		\$225.00
\$125.00	\$175.00	\$225.00			
MBD	<b>(-\$75.00)</b>	MBD	<b>(-\$75.00)</b>		\$225.00
Total Min. fee	<b>\$525.00</b>	Total Min. fee	<b>\$725.00</b>		\$225.00
					\$225.00
					\$225.00
					\$225.00
				\$225.00	
				\$225.00	
				<b>MBD (-\$225.00)</b>	
				<b>Total minimum fee per Artist</b>	<b>\$2,275.00</b>

## MINIMUM CHOREOGRAPHY FEES\*

Choreography Duration	1 to 3 Minutes	4 to 5 Minutes	6 to 7 Minutes	8 to 9 Minutes	10 to 12 Minutes	13 to 15 Minutes
Choreographer Fee	\$200.00	\$250.00	\$300.00	\$400.00	\$500.00	\$650.00

Choreography Duration	16 to 18 Minutes	19 to 22 Minutes	23 to 26 Minutes	27 to 30 Minutes	31 to 34 Minutes	35 Minutes	60 Minutes
Choreographer Fee	\$800.00	\$950.00	\$1,100.00	\$1,250.00	\$1,400.00	\$1,550.00	\$2,250.00

For choreography in excess of 35 minutes, Equity's D•O•T Policy may apply.

\* For information about percentage and royalty options for choreography, or for when two or more choreographers are engaged to choreograph one performance piece, contact an Equity Business Representative.

## OPEN COMPETITION AGREEMENT

Member name:  Alias:   
 Address:   
 Phone:  Email:

Event name:  Email:   
 Organizer (Producer):  Contact name:   
 Address:   
 Phone:  Venue name:   
 Website:  Venue address:

Competition date(s):  =  days  
 Insurance:  x  = \$  Organizer's acknowledgement:   

Days
Insurance
Total insurance payment
(Initial)

### Competitions

Category:  Organizer's acknowledgement:   
 Maximum prize value: \$  and / or  (Initial)  
Prize description

Category:  Organizer's acknowledgement:   
 Maximum prize value: \$  and / or  (Initial)  
Prize description

Category:  Organizer's acknowledgement:   
 Maximum prize value: \$  and / or  (Initial)  
Prize description

### Pro-Battle Exhibitions

Battle description:   
 Fee:  x Rounds:  = Total fee:  or Negotiated fee:

Battle description:   
 Fee:  x Rounds:  = Total fee:  or Negotiated fee:

The **OPEN COMPETITION AGREEMENT** is intended to provide a safe, respectful and professional experience for artists entering a competition(s). The Equity member should submit this form, with the event registry information if requested, to the Organizer.

This binding Agreement, once signed by both Organizer and member (Competitor), should be submitted to Equity's dance Business Representative. If the Organizer or a Competitor has a question about the Agreement or requires more information they are encouraged to contact Equity's dance Business Representative at 1-800-387-1856 (416-867-9165 in Toronto) or by email to busrep@caea.com.

**Competition Rules:**

- The Organizer must ensure that all participants are informed of and understand clear rules of respectful contact prior to the competition.
- **Prize payment by cash or cheque must be paid to the artist within 48 hours of the event.**

**Professional Battle Exhibitions:**

- Fee options will be either a minimum of \$50.00 per round invitational or a negotiated fee between Engager and artist.

**No Contact Battles:**

- Competitions of a 'no contact format' require the Organizer to make a short announcement of the no contact rule to all artists in competition.
- If a Competitor demonstrates disrespectful behaviour or inappropriate contact, the Organizer must issue a warning to the artist.
- The Organizer must eject a Competitor who demonstrates disrespectful behaviour or inappropriate contact more than once or in a dangerous manner.

**Contact Freestyle:**

- The Organizer must ensure that all participants are informed of and understand clear rules of respectful contact prior to the competition.
- The Organizer shall ensure that a pre-talk regarding safe boundaries takes place between the competitors prior to the competition.
- If no pre-talk occurs, the Organizer must provide a written notice of contact rules to participants by organizer prior to the competition.

**Anti-Harassment and Respectful Workspaces:**

- A commitment to a safe, non-discriminatory and respectful workspace(s) free from harassment is an obligation of all parties. A Competitor is encouraged to contact an Equity Respectful Workspace Advisor (RWA) with any questions regarding a negative work environment (email: busrep@caea.com or phone 1-800-387-1856 (416-867-9165 in Toronto)).

**Health and Safety:**

- The Organizer will submit a \$5.00 insurance payment to Equity for each day the Competitor is competing at the event. **Equity must receive payment of insurance for all artists, by cash or cheque, ideally before but no later than 48 hours after the competition.**
- The performance floor will be an appropriate surface, unobstructed and free from hazards.
- The performing space(s) must be a comfortable temperature (room and floor) above 18°C and below 32°C.
- Competitors must have access to drinking water, washrooms and if possible, a secure space to leave their belongings.

**Recording Performances:**

- The Competitor consents to the recording of their performance for archival, publicity, or promotional purposes. Any further use of recordings is prohibited unless the performer is compensated for the use of their image at industry rates provided by Equity.  (Competitor's initial)
- Social media handle(s):
- Any use of a Competitor's likeness in projects or initiatives that are outside of documentation of this specific engagement are a violation of this Agreement unless the Competitor is compensated for the use of their image at industry rates provided by Equity.
- A Competitor may utilize recorded material for personal promotion.

**Entrance Fee:**

- The Organizer will make best efforts not to charge an Equity member Competitor an entrance fee for the event. As of January 1, 2018, no Equity member Competitor may be charged this fee.

<b>Member Signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>
	<b>Equity member number:</b>		<input type="text"/>
<b>Organizer Signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>

Thank you for completing this form. Please email it (scan or photo) to busrep@caea.com or deliver by mail or in person to Equity's National Office (address on reverse)



## OPEN JUDGING AGREEMENT

Member name:  Alias:   
 Address:   
 Phone:  Email:

Organizer (Producer):  Contact name:   
 Address:   
 Phone:  Email:   
 Website:

Event name:  Venue:   
 Judging category:   
 Event dates(s):

Call time:   a.m.  p.m. to   a.m.  p.m.

3 hours or part thereof (\$150 minimum):   
 Additional hour(s) (\$75 minimum per hour):   
 3 additional hour(s) or part thereof (\$150 minimum):   
 Performance fee (\$150.00 minimum):   
 Outreach Activity Fee:   
**TOTAL FEE =**

Insurance:  x  \$5.00 = \$   
Days Insurance Total insurance payment

**Payment for judging, performance and/or outreach activities must be paid to the Artist by cash or cheque prior to the commencement of the event, workshop or outreach activities.**

The **OPEN JUDGING AGREEMENT** is intended to provide a safe, respectful and professional experience for Equity members judging a competition(s).

The Judge should submit this form, including the agreed upon fee and working conditions outlined below, to the Organizer when engaged to judge a competition. This binding Agreement, once signed by both Organizer and Judge, should be submitted to Equity's dance Business Representative (busrep@caea.com) by scan, fax or photo image.

The Organizer may request that a Judge to perform in addition to their adjudication responsibilities. Provided the Judge agrees to perform, a minimum performance fee applies (see reverse).

If the Organizer or a fellow Equity member has a question about the Agreement or requires more information they are encouraged to contact Equity at 416-867-9165 or by email to busrep@caea.com.

**Judging:**

- If the competition will use a custom judging system, a full rule and scoring system must be provided to the Judge no later than two days prior to the engagement. If further explanation is needed, a Judge may require a phone conversation for clarity no less than one day prior to the engagement.
- Judges must be paid a minimum of \$150.00 for the first three hour block of time or part thereof. Any additional time after this must be paid at \$75.00 per hour or part thereof. Alternately, Judges may be paid an additional three hour block of time for \$150.00.
- There shall be a meal break of no less than 30 minutes after each three hours of adjudication.
- The Judge shall have a five minute break every hour or a 15 minute break after two hours of judging.

**Performance:**

- The Organizer must negotiate the inclusion of a Judge's performance at least one week prior to the event.
- Payment for a performance shall be no less than the \$150.00 minimum performance fee as stated in the **OPEN** and the applicable terms of the **OPEN** shall apply to the performance. An Artist is free to negotiate compensation in excess of the minimum fees expressed in the **OPEN**.
- The Judge shall be free from any other obligations 30 minutes prior to their performance.

**Performance Terms Agreed to by the Organizer and the Judge:**

**Outreach and/or Workshop Activities:**

- The terms of and fee for any participation in any outreach and workshop activities must be negotiated and agreed to by the Organizer and the Judge at least one week prior to the event or activities.

**Respectful Workplace:**

- A commitment to a safe, non-discriminatory and respectful workplace(s) free from harassment is an obligation of all parties. A Judge is encouraged to contact an Equity Respectful Workspace Advisor (RWA) with any questions regarding a negative work environment (email: busrep@caea.com or phone 1-800-387-1856 (416-867-9165 in Toronto)).

**Health and Safety:**

- The Organizer will submit a \$5.00 insurance payment to Equity for each day the Judge is engaged for the event. **Equity must receive payment of insurance for all artists, by cash or cheque, ideally before but no later than 48 hours after the competition.**
- The performance floor will be an appropriate surface, unobstructed and free from hazards.
- The performing space(s) must be a comfortable temperature (room and floor) above 18°C and below 32°C.
- Performers must have access to drinking water, washrooms and if possible, a secure space to leave their belongings.

**Recording Performances:**

- The Judge consents to the recording of their performance for archival, publicity, or promotional purposes. Any further use of recordings is prohibited unless the Judge is compensated for the use of their image at industry rates provided by Equity.  (Judge's initial)
- Social media handle(s):
- A Judge may utilize recorded material for personal promotion.

<b>Member Signature:</b>		<b>Date:</b>	
	<b>Equity member number:</b>		
<b>Organizer Signature:</b>		<b>Date:</b>	

Thank you for completing this form. Please email it (scan or photo) to busrep@caea.com or deliver by mail or in person to Equity's National Office (address on reverse)



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# CANADIAN ACTORS' EQUITY ASSOCIATION

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Tel: 416-867-9165  
Fax: 416-867-9246  
Email: busrep@caea.com



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Vancouver, BC V5Z 1J3  
Tel: 604-682-6173  
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**[www.caea.com](http://www.caea.com)**