

Canadian Alliance of Dance Artists/BC Chapter
Basic Dance Agreement - BC Form 1

Contract No. _____

This contract is made this _____ day of _____, _____, between the undersigned producer (the "Producer") and the undersigned dancer (the "Dancer").

ENGAGEMENT (mark box and specify terms - please print)

Type: [] Home Season [] Commercial [] Cooperative [] Educational [] Tour (if applicable)

Production _____

Place: Performance(s) _____

Rehearsal(s) _____

Performance(s): Date(s) _____ Hours _____ Call _____

Rehearsal(s): Date(s) _____ Hours _____

Class/Warm-up: Date(s) _____ Hours _____

Film/Videotape: [] Performance [] Rehearsal Date/Hours _____

Purpose: [] Broadcast/Distribution [] Archival/Promotional [] Production Component

RATES Performance(s): \$ _____ Flat Fee \$ _____ Weekly \$ _____ Hourly
Rehearsal(s): \$ _____ Flat Fee \$ _____ Weekly \$ _____ Hourly
Tour Per Diem \$ _____

FEES AND CHARGES

(a) Dancer's Fee (Performances + Rehearsals)
+ (b) Charges on (a) above (if applicable)
[] GST 7% [] Vacation Pay (4%)
= Sub Total
+ (c) Tour per diem
+ (d) Additional costs
+ (e) Charges on (c) & (d) above (if applicable)
[] GST (7%)
= AMOUNT PAYABLE

ENGAGEMENT EXPENSES

The Producer agrees to cover the following expenses without charge to the Dancer:
[] Class
[] Footwear
[] Costume
[] Transportation
[] Accommodation
[] Other

PAYMENT SCHEDULE

Weekly Amount _____ Dates _____ Final Amount _____ Date _____

BENEFITS AND DEDUCTIONS: In connection with the Engagement, the Producer agrees to fulfill employer obligations pertaining to contributions to and/or deductions for the following:

[] Income Tax [] Employment Insurance [] Canada Pension Plan [X] Workers' Compensation

OTHER

CONDITIONS:

_____ [] See rider attached.

PRODUCER (individual or company)

Name _____
Address _____
City _____ Prov. _____ Code _____

DANCER

Name _____
Address _____
City _____ Prov. _____ Code _____

Phone _____ Fax _____
Email _____
Signature _____
Relationship to Producer _____

Phone _____ Fax _____
Email _____
Signature _____
GST No. (if applicable) _____

© CADA/BC, 2001. Any fax transmission of this contract must include Schedule A (8 pages) and any rider identified herein and attached hereto. **SEE SCHEDULE A FOR APPLICABLE TERMS AND CONDITIONS.**

SCHEDULE A CADA/BC Standard Terms and Conditions

PREAMBLE

This Schedule sets forth the minimum rates and working conditions under which Dancers may be engaged by Producers in British Columbia or on tours originating in British Columbia. Nothing contained in this Schedule shall be construed as limiting the amount of compensation a Dancer may seek or receive for his/her services; however, where any negotiated terms, fees or other conditions set out in any attached form or rider are less than the minimum requirements set forth in this Schedule, the provisions of this Schedule shall prevail.

1. INTERPRETATION

(1) In this Agreement,

"CADA/BC" means the British Columbia chapter of the Canadian Alliance of Dance Artists;

"Choreography of a Special Nature" means static or dynamic conditions that may involve

- (a) the suspension from trapezes or wires or like contrivances,
- (b) the use of or exposure to weapons, fire or pyrotechnic devices,
- (c) the taking of leaps, falls, throws, catches, kneedrops or slides from or onto a floor, platform or any other surface or device, where there is a difference in level of more than .5 metres,
- (d) the lifting or moving of heavy props or scenic units, or
- (e) climbing a scenic unit without fall arrest protection;

"Class" means any time required of the Dancer by the Producer for the collective instruction of Dancers;

"Commercial Engagement" means an Engagement in which the Performance is

- (a) not the primary focus of the audience, and
- (b) part of an entertainment, theatrical or musical production or event;

"Cooperative Engagement" means an Engagement where the Dancer and the Producer agree to

- (a) work jointly on a fringe, festival or studio performance, and
- (b) share its expenses and net revenue;

"Dancer" means a person who renders services as a performer in the field of dance, either exclusively or in combination with other forms of art, under the terms and conditions of this Agreement;

"Dancer's Fee" means the sum of fees for the Performances and Rehearsals identified herein and calculated at the rates set out herein;

"Educational Engagement" means an Engagement in which the Performance is

- (a) in a school or other educational venue,
- (b) primarily for educational purposes, and

(c) 60 minutes or less in length;

"Emergency Rehearsal" means a Rehearsal required due to the replacement of a Dancer or other artist;

"Engagement" means the rendering of services, including Performances, Rehearsals and Classes, in connection with one or more Productions and under the terms and conditions of this Agreement;

"Home Season Engagement" means an Engagement in which the Performance is the primary focus of the audience;

"Performance" means a presentation for an audience;

"Producer" means a person, company or society who engages a Dancer to work on one or more Productions under the terms and conditions of this Agreement;

"Production" means the preparation and delivery of a Performance, and includes all activities associated therewith;

"Production Components" means the tangible parts of a Production, and includes costumes, footwear, props, scenic units and floor surfaces;

"Rehearsal" means any time required of the Dancer by the Producer for either the preparation of a Performance or the promotion of a Production, and includes dress rehearsals, technical rehearsals, full rehearsals (ie. full effort), staging rehearsals, emergency rehearsals, workshops, costume fittings, photo shoots, news media interviews and rest periods and giving notes (eg. feedback on interpretation, alterations of choreography);

"Staging Rehearsal" means the process of blocking, spacing, setting lighting, entrances and exits, and adapting choreography to a performance space, but not delivering full physical effort during the process;

"Tour" means an Engagement in which at least one Venue is outside of the Production's home city and for which the Dancer will be away from the home city for one or more evenings, and includes travel time to and from such Venue or Venues; and

"Venue" means the location of a Performance.

(2) Number: Words importing the singular including the plural and vice versa in this Agreement.

2. MINIMUM RATES

(1) Hourly: The Dancer may be paid on a per hour basis when Rehearsals and/or Performances total less than 25 hours within each one-week period. The minimum rate of pay shall be \$17.00 per hour.

(2) Weekly: The Dancer must be paid on a per week basis when Rehearsals and/or Performances total 25 hours or more within each one-week period. The minimum rate of pay shall be \$425.00 per week.

Payment hereunder, when divided by the total number of hours for Rehearsals and Performances per week, shall not result in the Dancer Receiving less than the minimum hourly rate set out herein.

(3) Flat Fee: The Dancer may be paid a flat fee on a per services basis in one or more lump sums. The minimum rate of pay shall be \$85.00 per Performance. Payment hereunder, when divided by the total number of hours for Rehearsals and Performances, shall not result in the Dancer receiving less than the minimum hourly rate set out herein.

(4) Overtime: See section 5.

(5) Film and Videotape: See section 9.

(6) Tour Per Diem: See section 13.

(7) Apprentices: Dancers who are engaged by a Production less than two (2) years after completing a basic dance training program are considered by CADA/BC to be “apprentices”. The minimum rate for such Dancers shall be \$10.00 per hour.

3. SERVICES AND SCHEDULES

(1) Amount Payable: The Amount Payable applies only to the services specified on the attached BC Form 1 and the Dancer is not bound in any way to provide the Producer with any additional services.

(2) Schedule Changes: Changes to Rehearsal or Performance schedules are considered to be amendments to the Agreement and must be set out in writing on an attached BC Form 2. The Dancer agrees to cooperate with the Producer in connection with the Engagement and any steps to be taken as part of his/her obligations thereto, but schedule changes must be to the mutual benefit of both parties. Where such changes result in reduced time or services required of the Dancer, the Amount Payable shall not be reduced. Where such changes conflict with the Dancer's personal, professional or other contractual commitments, the Dancer may withhold consent without further reason and without any penalty or liability.

4. HOURS OF WORK

(1) On non-performance days, the maximum amount of Rehearsal time and/or travel time on any single day is

- (a)** 5 hours;
- (b)** 8 hours when a minimum of 3 hours are used exclusively for Staging Rehearsal; or
- (c)** 8 hours when used wholly for travel.

(2) On performance days, the maximum amount of Rehearsal time on any single day is

- (a)** 2 hours; or
- (b)** 3 hours when used exclusively for Staging Rehearsal.

(3) On performance days, there shall be no less than 2 hours between the end of the Rehearsal, if any, and the start of the Performance.

- (4) On performance days, the maximum amount of travel time on any single day is 3 hours and the Producer may schedule no more than a Staging Rehearsal on that day.
- (5) For Rehearsals of 3 or more hours, the Dancer must be permitted

 - (a) a 15 minute rest period after every 2 hours; and
 - (b) a 1 hour meal break after a total of 4 hours.
- (6) When on a Tour and travelling by motor vehicle, the Dancer must be permitted

 - (a) a 15 minute rest period after every 3 hours of travel time; and
 - (b) a 1 hour meal break after a total of 4 hours.
- (7) Full rehearsals shall not be scheduled on days involving more than one Performance.
- (8) A minimum of 12 hours must be provided between the end of one day's call and the beginning of the next day's call.
- (9) A minimum of 1 free day must be provided in each one-week period.
- (10) A maximum of 8 full-length Performances can be scheduled for each one-week period.
- (11) A maximum of 10 Educational Engagements can be scheduled for each one-week period, with the daily maximums being

 - (a) 2 per day with a Venue change; and
 - (b) 3 per day with no Venue change.

5. OVERTIME

- (1) Any additional time or services that result in the hours of work exceeding the maximums allowed under section 4 shall be paid

 - (a) at a rate of 50% over the Dancer's hourly or pro rata rate; or
 - (b) at the Dancer's hourly or pro rata rate plus compensatory time off prior to the end of the Engagement.
- (2) The Dancer agrees to cooperate with the Producer in connection with the Engagement and any steps to be taken as part of his/her obligations thereto, but the Producer must not require, request or allow, directly or indirectly, the Dancer to work excessive hours or hours detrimental to his/her health or safety.

6. NOTICE OF TERMINATION

- (1) The minimum period of notice for termination of the Engagement is

 - (a) 2 weeks prior to the start date of the Engagement; or
 - (b) if the Engagement has started, 2 weeks from the time of notice.
- (2) When the Producer has not provided the Dancer with notice according to this section, the Producer

will pay the Dancer

- (a) the Amount Payable on Engagements of 2 weeks or less; or
- (b) the applicable portion of the Amount Payable on Engagements of more than 2 weeks.

7. FORCE MAJEURE

(1) A delay or failure in fulfilling the obligations under this Agreement by either the Dancer or the Producer, other than the payment of money, will not constitute a default, nor will either party be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused, whether directly or indirectly, by an occurrence beyond the reasonable control of such party and which by the exercise of reasonable diligence such party is unable to prevent, including but not limited to:

- (a) illness, injury or accident to the Dancer;
- (b) delay of transportation services, accident to means of transportation, riots, strikes, epidemics, acts of God; and
- (c) compliance with any act, regulation, order or request of any governmental authority or agency.

(2) Should the Dancer be obliged to terminate this Agreement due to illness, injury or pregnancy, or due to extenuating circumstances arising from the illness, injury or death of a member of his/her immediate family, the Dancer will notify the Producer as soon as possible. The Dancer shall not suffer any penalty or liability as a result, and must be paid for all services rendered and time worked; however, the Dancer will not be entitled to payment for any portion of the Engagement that he/she is unable or unavailable to work.

8. LEAVE

(1) **Sick Leave:** On an Engagement that involves Rehearsals and/or Performances totalling 25 hours or more within a one-week period and for which the Dancer is paid on a weekly or flat fee basis, the Dancer is entitled to up to 4 hours leave from Rehearsal time per week for reasons of illness or injury without any penalty or liability. The Dancer will make every reasonable effort to schedule medical, dental or physical therapy appointments outside of Rehearsal time.

(2) **Bereavement Leave:** The Dancer is entitled to up to 3 days unpaid leave on the death of a member of the Dancer's immediate family without any penalty or liability.

(3) **Notice:** When unable to attend a Rehearsal or Performance for any reason recognized under this section, the Dancer shall notify the Producer as soon as possible prior to call time.

(4) The leaves recognized under this section are not cumulative over the length of the Engagement and, if not taken by the Dancer, have no cash value at the end of the Engagement.

9. FILM AND VIDEOTAPE

(1) **Broadcast/Distribution:** When a Performance or Rehearsal is filmed or videotaped for broadcast, telecommunication or distribution purposes, including sales, rentals and theatrical releases, the Dancer shall be paid an additional fee at a rate of no less than 100% over the Dancer's contracted hourly or pro rata rate. Upon full and proper payment to the Dancer, the Producer is licensed to exploit, without

limitation as to term, territory or use, the filmed or videotaped Performance or Rehearsal covered by this subsection.

(2) Archival/Promotional: When a Performance or Rehearsal is filmed or videotaped for archival or promotional purposes, including grant applications, the Dancer shall receive no additional payment. A maximum of 2 minutes of any film or videotape covered by this subsection may be broadcast as part of a news report program without additional payment to the Dancer.

(3) Production Component: When a Rehearsal is filmed or videotaped for the purpose of incorporating the exhibition of such film or videotape into the Performance, the Dancer shall receive no additional payment.

(4) This section shall not be construed as an assignment or waiver of any right or interest held by the Dancer in relation to that filmed or videotaped Performance or Rehearsal. Furthermore, this section shall not be construed as superseding any applicable statute, regulation or collective agreement.

10. CREDIT

(1) Any film or videotape of a Performance or Rehearsal, whatever its intended purpose or use, and all related documentation and promotional materials shall give credit by name to the Dancer as a performer.

(2) Printed programs distributed to the audience, posters and other promotional materials shall list the name of the Dancer as a performer. Where an error, omission or casting change occurs that affects the Dancer's role or credit, an announcement of the correction or change shall be made to the audience immediately prior to the start of the Performance and all necessary corrections will be made in the next printing of such materials.

(3) Photographs contained in any printed programs, posters and other promotional materials in which the Dancer's image appears shall identify the Dancer by name.

(4) The Dancer is entitled to review all biographical information prior to its printing, but shall return any proofs, with corrections, to the Producer no later than 24 hours of receiving them.

(5) The Dancer shall not be responsible for covering any expenses related to publicity appearances arranged for or requested by the Producer.

11. HEALTH AND SAFETY

(1) Workers' Compensation: The Producer agrees to accept and comply with, in connection to the Engagement, all and any employer obligations under applicable workers' compensation and occupational health and safety laws.

(2) Rehearsal and Performance Space: The Producer shall provide the Dancer with suitable and safe Rehearsal and Performance space.

(a) Floor Surface: A sprung wooden floor, with or without an applied dance floor surface, such as battleship linoleum, is considered suitable for the purposes of dance. Wooden floor surfaces

must be free of splinters, burrs, excessive height variations and imbedded metal objects. Floor surfaces must be laid without wrinkles or gaps and all edges must be taped to prevent tripping hazards or lateral movement of the surface.

(b) Surface Temperature: The temperature of any surface that the Dancer contacts with his/her hands, feet or body must be between 10 and 35 degrees centigrade according to a contact thermometer.

(c) Air Temperature: The air temperature of any space utilized for Rehearsals or Performances must be between 18 and 35 degrees centigrade.

(d) Facilities: Any space utilized for Rehearsals or Performances must be maintained as a clean and healthy environment with proper lighting, clear walkways, sanitary toilet facilities and an accessible first aid kit, including ice packs and tensor bandages.

Where facilities, Venue or Production circumstances fail to meet the standards of this subsection, the Producer and Dancer must discuss an alternative arrangement prior to proceeding with a Rehearsal or Performance. The Producer shall not unreasonably refuse to make adjustments to the Production Components to ensure that the Dancer is protected from injury.

(3) Additional Protection: Upon the request of the Dancer, the Producer shall not unreasonably refuse to provide additional protective equipment, such as knee pads or special footwear.

(4) Choreography of a Special Nature: Any agreement that the Dancer will rehearse or perform Choreography of a Special Nature as part of the Production must be specified on an attached BC Form. When such a request is made by the Producer, or his/her authorized representative, during the course of the Engagement, the Dancer may withhold consent, with or without reason, and without any penalty or liability.

(5) Right of Refusal to Work: The Dancer retains the right to refuse, without any penalty or liability, to perform an act when he/she has reasonable cause to believe that to do so would create an undue hazard to his/her health or safety or to that of any other person.

12. NUDITY

(1) Any agreement that the Dancer will be part of a Performance involving any nudity or acts of a sexual nature by the Dancer or any other performer must be specified on an attached BC Form. When such a request is made by the Producer, or his/her authorized representative, during the course of the Engagement, the Dancer may withhold consent, with or without reason, and without any penalty or liability.

(2) Where any nudity or acts of a sexual nature are agreed to by the Dancer, the Dancer has the right to have a third party of his/her choosing present during any Rehearsal involving such acts.

(3) The Producer shall not require, request or allow, directly or indirectly, the Dancer to be part of a Performance or Rehearsal involving any nudity or acts of a sexual nature that are prohibited in public under any municipal, provincial or federal law.

13. TOURING

- (1) With respect to a Tour or any other travelling outside the Production's home city that is required of the Dancer hereunder, the Producer agrees to provide the Dancer with
- (a) suitable and safe transportation both from the designated pickup point and to and from each Venue, or sufficient payment in lieu thereof,
 - (b) suitable accommodations for each evening away from the home city, or sufficient payment in lieu thereof.
 - (c) a per diem of not less than \$45.00 for each day away from the home city and within Canada, including travelling days, and
 - (d) a per diem of not less than the current applicable rate set by External Affairs (Canada) for each day away from the home city and outside of Canada, including travelling days.
- (2) The Producer shall provide the Dancer with 2 copies of the tour itinerary at least 24 hours prior to departure from the designated pickup point.
- (3) In the event that the Dancer wishes to make alternative arrangements for transportation or accommodations for reasons other than suitability or safety, the Dancer shall notify the Producer in writing at least 24 hours prior to departure, acknowledging that the Producer will not be liable for any costs associated with such arrangements and accepting full responsibility for following the tour itinerary.

14. DISPUTE RESOLUTION

(1) **Arbitration:** Any and all disputes, claims or controversies arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration, which shall be before a single arbitrator at an agreed upon location in British Columbia. The party desiring arbitration shall name a single arbitrator and propose the rules of procedure.. If the named arbitrator and/or the proposed rules are not mutually acceptable to the other party, then such matters shall be determined in accordance with applicable legislation. The cost of the arbitration, except those costs personally incurred by a party in the presentation of his/her case, shall be shared equally by the Producer and the Dancer.

(2) Despite subsection (1), the parties agree that, when a complaint is of a minor nature or does not involve a fundamental legal issue, an attempt will be made to resolve it prior to initiating arbitration proceedings.

(a) **At the Scene:** A complaint of a minor nature may be settled at the time of its occurrence through discussions between the Dancer and the Producer, or his/her authorized representative.

(b) **Mediation:** A complaint that does not involve any fundamental legal issue may be resolved by mediation. A meeting will be arranged between the Dancer, the Producer, or his/her authorized representative, and a representative of CADA/BC who is not involved in the Production and is mutually acceptable to the parties involved. Mediation is an informal process where the parties are committed to resolve the issues amongst themselves and avoid the necessity of pursuing legal recourse. The decision will be without the power of binding arbitration or legal weight.

15. GENERAL PROVISIONS

- (1) Amendments and Waivers:** No amendment of this Agreement and no waiver of any provision of this Agreement will be valid or binding unless it is agreed to in writing by the party against whom such amendment or waiver is sought to be enforced.
- (2) Statutory Minimums:** In the event any provision or portion thereof of this Agreement provides for less than the minimum requirements established from time to time by applicable legislation or regulations, the minimum requirements established in such legislation or regulations shall be deemed to be incorporated into this Agreement and shall be deemed to replace such provision or portion thereof.
- (3) Severability:** If any provision of this Agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.
- (4) Indemnification:** The Producer agrees to indemnify and save harmless the Dancer of and from any claims or assessments now or hereafter made by any person, organization, or governmental authority or agency with respect to the Engagement, other than the payment of income tax in respect thereof.
- (5) Further Assurances:** Each party agrees to take all such actions and execute all such documents within his/her power as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent of this Agreement.
- (6) Counterpart Execution:** This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of such counterparts may be delivered by fax transmission.
- (7) Governing Law:** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

Canadian Alliance of Dance Artists/BC Chapter Basic Dance Agreement - BC Form 2

This form is attached to Contract No. _____

CHANGES TO ENGAGEMENT INFORMATION (please print)

Type: Home Season Commercial Cooperative Educational Tour

Production _____

Place: Performance _____

Rehearsal _____

Performance:	Date(s) _____	Hours _____	Call _____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Rehearsal:	Date(s) _____	Hours _____
	_____	_____
	_____	_____
	_____	_____

Class/Warm-up:	Date(s) _____	Hours _____
	_____	_____

Film/Videotape: Performance Rehearsal Date/Hours _____

Purpose Broadcast/Distribution Archival/Promotional Production Component

OTHER

CONDITIONS:

_____ See rider attached.

PRODUCER (individual or company)

DANCER

Name _____

Name _____

Signature _____

Signature _____

Relationship to Producer _____

Date _____

© CADA/BC, 2001. SEE BC FORM 1 AND SCHEDULE A FOR APPLICABLE TERMS AND CONDITIONS.