



ASSOCIATION OF LIGHTING DESIGNERS

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ALD CONTRACT RIDER

Production _____

Lighting Designer _____

Producer _____

Introduction

The purpose of this rider is to encourage good practice and make clear the specific terms and conditions that apply to the Lighting Designer. The document is designer to be the basis for discussion and negotiation and should essentially be assistive rather than restrictive to both signatories. Clauses may be struck through by mutual agreement.

1. **Equity Contracts:** This rider works together with the appropriate Equity - SOLT / TMA / ITC contract.
2. **Billing:** Lighting Designer to receive billing equal in size and style to the Set and / or Costume Designer on all programmes, posters, advertisements, press releases, publications, websites and all merchandise whenever the Set and / or Costume Designer is listed. Credit to immediately follow Set and Costume design credit.

Failure to do this is a breach of the Lighting Designer's Moral rights (Copyright, Designs and Patents Act, 1988)

3. **Programmes:** Listing in the programme with photograph and biography in the same size and style as the Set and Costume Designer. All biographies are to be made available for proof-reading and approved by the Lighting Designer via their agent. The Lighting Designer is to receive a complimentary copy of all types of programmes whether given for free or sold, including souvenir programmes.
4. **Publicity Photographs:** All publicity photographs shall credit the Lighting Designer responsible for the production.

Lighting Designer to be offered free access to all photographs routinely offered to the press and free access to all production photographs owned by the Producer for the Lighting Designer's own non-commercial purposes, including web site.

5. **Press Pack:** A copy of any press pack compiled after the production collecting reviews will be made available to the Lighting Designer and their agent.

6. **Tickets:** Two complimentary tickets for the best seats will be provided for all previews and the opening night performance for the Lighting Designer's use. The Lighting Designer shall have access to house seats and staff discounts on par with company.
7. **Accommodation:** Accommodation of similar quality as the Director will be provided at the Producer's expense. This shall be a minimum of 3 Star standard and have parity with the other members of the creative team.
8. **Per Diems:** Per Diems will be provided and have parity with other members of the creative team.
9. **Transportation:** Reimbursement of all travel costs necessary to reach the production site, including all transfers to and from airports and train stations. Standard of travel is to have parity with the other members of the creative team.
10. **Misc. Expenses:** Reimbursement for out of pocket expenses specific to the production, of _____.
11. **Budget:** The lighting budgets for the production are:

Hire budget _____ excl. of VAT. (per week / total)

Consumables / Sales budget _____ excl. of VAT (per week / total)
12. **Staffing Approval:** The Lighting Designer and the Producer will both have approval over additional lighting staff for the production; including re-lighters, assistant and associate designers.
13. **Office Space and Access:** The Producer shall provide access to office space, a safe place to lock personal belongings while working for the company and Internet access ideally at the production desk. The company shall furnish the Lighting Designer with all necessary security codes and passes to access back stage areas as required.
14. **Information:** The Producer shall provide ground plans and sections to allow the Lighting Designer to complete the lighting plan by the agreed deadlines. The Producer shall provide equipment-lists of lighting stock and control systems that the Lighting Designer is able to use for the production without additional cost to the producers.

The Producer will include the Lighting Designer in all email groups with regard to schedules, production meetings, rehearsal notes, and show reports.

15. **Copyright:** All rights in and to any design conceived by the Lighting Designer in the course of the provision of services provided, shall be and shall remain, upon their creation, the Lighting Designer's sole and exclusive property. No changes can be made to the design without the Lighting Designer's prior approval.

The Lighting Designer as named above is hereby identified as creator of this work in accordance with Section 77 of the Copyright, Designs and Patents Act, 1988.

16. **Further Use of Lighting Design:** The Lighting Designer shall have the right of first refusal, but not an obligation, to act as the Lighting Designer for any additional period, subsequent productions or tours throughout the world in perpetuity presented wholly or partly under the Producer's ownership, management, authority, control or under assignment or licence of rights from the Producer or any group company of The Producer or pre-contractual co-producers, upon all of the terms and conditions subject to a further fee and / or royalty to be negotiated in good faith.

If the Lighting Designer is unable to provide their services for any such future productions they shall receive a fee and / or a royalty to be negotiated in good faith. The Lighting Designer shall have approval of any person appointed in their stead, such approval not to be unreasonably withheld or refused.

17. **Insurance:** Lighting Designer and their possessions to be covered by the Producer's insurance for theft, injury and personal liability while working on site and / or the Production.
18. **Design Disclaimer:** For the avoidance of doubt, the Lighting Designer is not qualified to determine the structural and electrical appropriateness of their designs and is not responsible and cannot be held liable for any improper engineering, construction, rigging or handling methods or for any improper use of structures or equipment that may be employed to realise the design.

It is the responsibility of the Production Manager and not the Lighting Designer to ensure that the design complies with local fire, health and safety regulations. In the event that the design is found not to comply, the Lighting Designer will adjust the design in consultation with the Theatre to ensure that it does comply with such regulations.

19. **Indemnification:** The Producer shall indemnify the Lighting Designer and agents harmless from and against any damage, cost, loss or expenses including damage to property and legal fees incurred by the Producer in connection with or as a result of any claim by a third party where claims relate in any way to the lighting or lighting designs by the Lighting Designer.
20. **Equity Bond:** If a bond is being placed for this Production the Lighting Designer shall be included in this.
21. **Documentation:** The Lighting Designer shall be able to take photographs and video / audio documentation during any stage of rehearsals, including all dress rehearsals, for their own purposes (for example: promotional material on the Lighting Designer's web site and/or portfolio, audio/visual rehearsal notes).

Producer's signature

Lighting Designer's signature