



ASSOCIATION OF LIGHTING DESIGNERS

PO Box 955, Southsea, Hampshire, PO1 9NF

07817 060189

office@ald.org.uk

www.ald.org.uk

LIGHTING DESIGN CONTRACT RIDER

Schedule to the 'Agreement' dated _____
between the 'Lighting Designer' _____
and the 'Management' _____
relating to the 'Production' _____

Introduction

The purpose of this document is to encourage best practice, and it is designed to be the basis for discussion and negotiation. Clauses may be amended or removed by mutual agreement, and the completed document should then be attached to the agreement between the Management and the Lighting Designer.

1. Use with Equity Contracts

1.1 This rider is intended to be used in conjunction with the standard forms of contract agreed between Equity and SOLT / UK Theatre / ITC and with other contracts. Where there a difference between this rider and the contract it is attached to, the terms of the rider shall prevail.

2. Copyright

2.1 The Management acknowledges that the entire product of the Lighting Designer's services under the Agreement, including copyright and moral rights, shall be and remain vested with the Lighting Designer for all purposes. Accordingly the Management shall not have the right to assign, sell, license or use directly or indirectly any of the Lighting Designer's work pursuant to the Agreement, whether for use in stage productions, motion pictures, television, internet, media, merchandising or any other use whatsoever, save for promotional purposes of up to five minutes' duration, without the prior written consent of the Lighting Designer.

2.2 The Management may not change or amend any aspect of the design without the Lighting Designer's prior written consent.

2.3 In the event of irreconcilable differences the Lighting Designer reserves the right to remove their name from the production. In this event the Lighting Designer's other rights under the Agreement and this Schedule will remain in force.

2.4 The Lighting Designer is hereby identified as creator of the work in accordance with Section 77 of the United Kingdom Copyright, Designs and Patents Act, 1988 and applicable legislation in other jurisdictions.

3. Further Use of Lighting Design

3.1 If the Production is extended beyond the dates of the original run set out in the Agreement, transferred, revived, re-staged, re-produced, or adapted for other media, whether by the Management, as a co-presentation, or by a third party: the presenting parties shall negotiate an agreement with the Lighting Designer in good faith for the use of the Lighting Designer's work; the Lighting Designer shall be entitled to a royalty and/or usage fee commensurate with the scale of the extension, transfer, revival, re-staging, re-production or adaptation; the Management and presenting parties shall consult with the Lighting Designer to ensure the faithful implementation of the lighting design; and the Lighting Designer will be offered the first refusal to supervise the re-creation and/or adaptation of their work for a fee to be negotiated in good faith. If the Lighting Designer is unable to supervise the recreation and/or adaptation of their work in person, a suitable deputy will be contracted by the presenting parties, subject to the Lighting Designer's approval and direction. The contracting of any such deputy will not reduce the Lighting Designer's royalty and/or usage fee.

4. Billing

4.1 The Management will give the Lighting Designer a credit at the theatre, in all media releases, websites, programmes, posters, brochures, handbills, flyers; and all physical and electronic advertising and other means of promoting the production with the exception of advertising or other means where due to small size there is limited space.

4.2 The Lighting Designer will always receive billing where any other member of the creative team is credited. The Lighting Designer's credit will appear immediately after the director and the set and costume designer, except on occasions when all artists are listed alphabetically by surname, and shall in the same style and size as that used for the set and costume designer. The credits for all members of the design team shall be listed together.

4.3 The Management shall include the Lighting Designer's biography and/or headshot wherever any other members of the creative team receive a biography and/or headshot respectively.

4.4 Wherever photographic, electronic written, or other records of the Lighting Designer's work are used or made available for use in other material or media, the Management will credit the Lighting Designer if any other individual involved in the production other than the photographer is credited. Where such material is not under the control of the Management, the Management will use its best endeavours to ensure that the Lighting Designer is credited.

5. Archive Material

5.1 The Lighting Designer may take photographs and audio/video documentation during any stage of rehearsals for their own purposes (for example audio-visual rehearsal notes, or material to be used on the Lighting Designer's website and/or portfolio).

5.2 At the Lighting Designer's request the Management shall supply the Lighting Designer with copies of all advertising and promotional materials, a copy of the printed programme, electronic media files of all the production photographs, and a full set of reviews. It is agreed the Lighting Designer has the right to use such items for their own archival and publicity purposes, for example on the Lighting Designer's website and/or portfolio.

6. Budget

6.1 The lighting budgets for the production are:

Hire budget _____ excluding VAT (per week / total)

Consumables / Sales budget _____ excluding of VAT (per week / total)

7. Staffing Approval

7.1 The Lighting Designer and the Management will both have approval over additional lighting staff for the production; including re-lighters, assistant and associate designers and freelance programmers and technicians.

8. Equity Bond

8.1 If a bond is being placed for this Production the Lighting Designer shall be included in this.

9. Accommodation

9.1 Where the theatre and/or rehearsal venue is more than 25 miles from the Lighting Designer's place of residence, accommodation of no lesser quality than that provided to any other member of the creative team, and to a minimum of three-star standard will be provided at the Management's expense. Any accommodation provided will include internet access, and any costs of internet access at such accommodation will be reimbursed by the Management. If a payment is offered in lieu of accommodation, this should be no less than that offered to any other member of the creative team.

10. Transportation

10.1 Where the theatre and/or rehearsal venue is more than 25 miles from the Lighting Designer's place of residence, the Management will pay for or reimburse all travel costs necessary, including all transfers to and from airports and railway stations. The standard of travel is to be no lesser than that provided for any other member of the creative team, and shall be the minimum of a rail ticket where rail travel is available, or air ticket where air travel is available.

11. Per Diems

11.1 Where the theatre and/or rehearsal venue is more than 25 miles from the Lighting Designer's place of residence or where accommodation is provided, per diems shall be provided and shall be no lesser than those provided for other members of the creative team.

12. Miscellaneous Expenses

12.1 Reimbursement of out of pocket expenses specific to the production, of _____.

13. Tickets

13.1 The Lighting Designer will have access to all previews and the opening night performance, and to performances during the run as necessary to monitor the production. Preview and opening night guest tickets, staff discounts and complimentary tickets will be offered on a par to those offered to other members of the creative team and the company. Where other members of the creative team and/or company are offered two guest tickets for opening night performances two guest tickets shall be made available to the Lighting Designer in addition to a ticket for the Lighting Designer's own use.

14. Office Space and Access

- 14.1 The Management shall provide access to office space, a safe place for the Lighting Designer to lock personal belongings while working at theatres, rehearsal rooms or on site, and internet access at any rehearsal room, office space and at the production desk.
- 14.2 The Management shall furnish the Lighting Designer with all necessary security codes and passes to access backstage areas as required.

15. Information

- 15.1 The Management shall provide ground plans and sections to allow the Lighting Designer to complete the lighting plan by the agreed deadlines. These should be provided to the Lighting Designer no later than 1 month prior to the lighting designer deadline.
- 15.2 The Management shall provide equipment lists of items that the Lighting Designer is able to use for the production without additional cost to the Management.
- 15.3 The Management will include the Lighting Designer in all email circulation lists for schedules, production meetings, rehearsal notes, and show reports.

16. Design Disclaimer

- 16.1 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.
- 16.2 It is the responsibility of the Management 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.

17. Insurance

- 17.1 The Lighting Designer and their possessions will be covered by the Management's insurance for theft, injury and personal liability while working on the Production. Where the Lighting Designer is working away from their home country, the Management should also provide travel and health insurance.

18. Indemnification

- 18.1 The Management shall indemnify the Lighting Designer and their agent harmless from and against any damage, cost, loss or expenses including damage to property and legal fees incurred by the Management 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.

Management representative's signature

Lighting Designer or representative's signature