

SAN FRANCISCO OPERA ASSOCIATION

STANDARD PRINCIPAL'S AGREEMENT

Approved by

American Guild of Musical Artists, Inc.

1430 BROADWAY, 14<sup>th</sup> Floor \* NEW YORK, N.Y. 10018  
(BRANCH OF ASSOCIATED ACTORS AND ARTISTES OF AMERICA)  
AFFILIATED WITH A.F.L.-C.I.O.

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*This Agreement*, dated **August 26<sup>th</sup>, 2016** made in SAN FRANCISCO, CA by and between the **SAN FRANCISCO OPERA ASSOCIATION**, a non-profit association, having its principal place of business at San Francisco, California, hereinafter called "EMPLOYER" and **Adrienne Pieczonka** hereinafter called "PRINCIPAL."

WITNESSETH:

*Whereas*, EMPLOYER, being engaged in the production of grand opera, desires to secure the professional services of PRINCIPAL, and PRINCIPAL desires to render such services to EMPLOYER.

*Now therefore*, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree with each other, as follows:

- I. EMPLOYER hereby engages PRINCIPAL for the rendition of his professional services as **Soprano** as hereinafter set forth, at the following compensation:
  - (a) PRINCIPAL is engaged during EMPLOYER's season. PRINCIPAL will **Sing 6** performances of **Aida, Ethiopian princess, slave of Amneris**, in 's , in , in a version and with casts, costumes, set designs, and according to schedules designated by EMPLOYER, at a **Per Performance** fee of **\$10,000.00**. *Please see the attached estimated breakdown based on current contract terms along with a memo detailing how compensation is broken down at San Francisco Opera.*
  - (b) PRINCIPAL hereby accepts such employment upon the terms set forth hereunder, and EMPLOYER hereby guarantees that PRINCIPAL will receive the compensation hereinabove set forth. The compensation to be paid PRINCIPAL for such services shall be paid in full in United States currency. The employment of PRINCIPAL hereunder is non-cancelable, and the compensation is "pay or play."
  - (c) EMPLOYER will provide PRINCIPAL with **1 round-trip ticket – NYC/SFO** at the minimum-applicable **Economy** class, to be pro-rated with any other engagements en route. EMPLOYER shall make all travel arrangements, unless agreed otherwise. If PRINCIPAL does not accept travel arrangements made by EMPLOYER, PRINCIPAL shall be responsible for all additional costs, if any.
  - (d) PRINCIPAL shall be given one (1) completely Free Day during each rehearsal and performance week, in accordance with the Basic Agreement. In the event PRINCIPAL is required to rehearse, call in or stand by on a Free Day, PRINCIPAL shall receive, in addition to all other contractual compensation, additional compensation at no less than the rates set forth in the Basic Agreement.
  - (e) PRINCIPAL shall arrive in San Francisco in time to commence rehearsals at 10 AM on **8/1/2018** and shall be available for rehearsals and performances as requested by EMPLOYER through **9/30/2018**, including any rehearsals that may be required for repeat performances.
  - (f) PRINCIPAL shall not leave San Francisco Bay Area (defined as a 50 mile radius from the War Memorial Opera House) during the period of this engagement without written approval from EMPLOYER, which shall not be unreasonably withheld.
  - (g) EMPLOYER shall have the right to call PRINCIPAL for preliminary rehearsal in San Francisco provided that he shall not be called earlier than allowed by the applicable provisions of the Basic Agreement.
  - (h) Dates and places of musical appearances PRINCIPAL wishes to accept within a ONE HUNDRED (100) MILE radius of San Francisco, sixty (60) days before, during, and thirty (30) days after the period of this engagement, must be submitted to EMPLOYER for mutual consultation.
  - (i) If PRINCIPAL is to appear with the San Francisco Opera Company in any city, as part of the present season, PRINCIPAL will not appear in any operatic performance in that city, or within a hundred (100) mile radius of that city thirty (30) days prior to PRINCIPAL's appearance with EMPLOYER without written consent of EMPLOYER, but in no event shall the written consent of EMPLOYER be unreasonably withheld.

- (j) EMPLOYER reserves the right to make the first announcement of this engagement; thereafter PRINCIPAL agrees to make his best effort that this affiliation will be mentioned in all publications about PRINCIPAL. All press releases and publicity pertaining to this engagement are subject to prior consultation with EMPLOYER.
- (k) PRINCIPAL, whether engaged on a Per-Performance or Weekly basis, shall be paid in accordance with Section I.15 of the Basic Agreement.
- (l) There shall be no remission, rebate, discount, booking fee, commission or other payment or deduction whatsoever (for the benefit of EMPLOYER or anyone else) from PRINCIPAL's compensation, except such taxes or withholdings as are required by statute, and except further than delinquent dues, initiation fees, assessments and fines payable to American Guild of Musical Artists, Inc. (herein called "AGMA") shall, when requested by AGMA, be deducted from the compensation of PRINCIPAL and paid by EMPLOYER to AGMA.
- (m) EMPLOYER reserves the right not to complete this contract if it is not returned to EMPLOYER duly signed by PRINCIPAL and/or his representative within six (6) weeks of its date of issue as shown above.
- (n) PRINCIPAL shall provide EMPLOYER with photographs and other necessary publicity material, and shall complete and return to EMPLOYER the measurement forms which accompany this contract no later than nine (9) months before the start of rehearsals as referenced in Section I. "e".
- (o) All obligations of the EMPLOYER under the present contract are expressly conditioned upon PRINCIPAL being granted a valid United States visa and permit to work.

II. The parties agree that:

- (a) The roles performed shall be rendered in such language as may be designated by EMPLOYER, and may be accompanied by Supertitles.
- (b) PRINCIPAL will be regular and punctual at all rehearsals and performances, and will appear at rehearsal in full costume or make-up whenever required by EMPLOYER.
- (c) Costumes and appurtenances will be furnished by EMPLOYER.
- (d) **PLEASE TAKE NOTICE:** By signing this contract, PRINCIPAL is agreeing to permit the capture and recording of voice and image of some rehearsal and performance activities and the release and distribution of such recordings for radio, educational and promotional uses in accordance with the Collective Bargaining Agreement between AGMA and the San Francisco Opera Association. Any further uses shall require a signed media rider by Principal ARTISTS unless this Standard Principal's Agreement is signed within 12 months of the first performance of this engagement, in which case the full terms of the media rider will be incorporated herein and deemed agreed to by ARTIST. In such cases, Artists must separately initial their acceptance of the standard media rider terms in the separate space provided. Please be certain that you are familiar with the minimum terms and conditions of the ASSOCIATION's Collective Bargaining Agreement with AGMA.
- (e) PRINCIPAL will strictly comply with all reasonable rules and regulations of EMPLOYER, a copy of which rules and regulations shall be given to PRINCIPAL upon execution of this Agreement.
- (f) Subject to the considerations hereinafter referred to in this subparagraph "f," PRINCIPAL will not, during the term of this engagement, without written consent of EMPLOYER sing or otherwise perform either for compensation or gratuitously, other than as provided in this Agreement, in opera or any other manner either for the account of PRINCIPAL or for or under the management of any corporation, association or other organization or individual, but in no event shall the written consent of EMPLOYER be unreasonably withheld.
- (g) EMPLOYER agrees not to exact any payment or other consideration from PRINCIPAL or from any other person, firm or corporation, as a condition of granting PRINCIPAL the written consent provided for herein.
- (h) The "term of this engagement" begins with PRINCIPAL's first appearance at rehearsals and continues as long as he is under contract to the EMPLOYER.
- (i) In all cases in which one operatic performance shall consist of two or more operas, the entire performance shall be considered, for the purpose of paragraph "l," as one performance only. However, a performance of all of an opera or a portion of an opera before more than one (1) audience shall be considered more than one (1) performance. An exception to this will be made when a part of an opera is performed before two (2) audiences for educational purposes. In this instance the call time may be no more than four (4) hours in length, including time for costume and make-up, and will be counted as one performance.
- (j) In case PRINCIPAL shall fail to appear in any performance for which his services are engaged, and for which PRINCIPAL has been specifically cast and notified thereof, owing to illness or other cause personal to him, PRINCIPAL shall not be paid for performances omitted for any such cause, and where such PRINCIPAL has been engaged on a weekly basis, the omitted performances shall be deducted pro rata from his weekly contractual compensation, based upon the maximum number of performances set forth in Section II.9.B.2. of the Basic Agreement entitled "Employment On a Weekly Basis In or Outside San Francisco," provided, however, that if PRINCIPAL has been engaged on a weekly basis, and shall fail to appear owing to illness, and another PRINCIPAL engaged on a weekly basis shall take his place without additional cost to EMPLOYER, there shall be no deduction from such PRINCIPAL's weekly contractual compensation.

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- (k) The obligation of EMPLOYER to pay PRINCIPAL does not include any obligation on the part of EMPLOYER to afford PRINCIPAL the number of appearances herein specified. However, the compensation due PRINCIPAL hereunder shall not be reduced by the failure of EMPLOYER to provide the number of appearances herein specified, except in case such failure is the result of a failure to give a performance for any of the reasons set forth in subparagraph "d" herein.
- (l) If EMPLOYER cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, then EMPLOYER shall notify PRINCIPAL thereof in writing, and thereafter PRINCIPAL shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons, be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to PRINCIPAL, either party may terminate this contract and EMPLOYER will pay for services to date, and transportation back to PRINCIPAL's city of origination. The term "war" shall not include a war in which the United States of America is not a party, unless such war between foreign governments affects the United States of America in such a way as to make the execution of this contract impossible or unfeasible. Should EMPLOYER invoke the provisions of this subparagraph "d" because of war, EMPLOYER agrees to give PRINCIPAL and AGMA at least two (2) weeks prior notice thereof, and in such case, this subparagraph "d" shall only apply upon the expiration of such notice period.
- III. PRINCIPAL hereby warrants that he is a member of AGMA in good standing, or that he will join AGMA no later than thirty (30) days after the start date of this engagement, should this be his first AGMA contract, and that he will remain an AGMA member in good standing for the duration of this Agreement. PRINCIPAL and EMPLOYER hereby jointly and severally agree that PRINCIPAL's obligations hereunder are subject to:
- (a) PRINCIPAL's prior obligations to AGMA as a member thereof, and
- (b) AGMA's constitution, by-laws and rules and regulations.
- IV. EMPLOYER warrants that it is and will remain in contractual relations with AGMA during the term of this contract, and that the provisions of any collective bargaining Agreement (herein called "Basic Agreement") between EMPLOYER and AGMA shall be deemed a part of this Agreement as though herein set forth in full. Should any provision of this contract be found to be in conflict with the Basic Agreement, the parties agree that the Basic Agreement will control.
- EMPLOYER further agrees that:
- (a) It has notice that PRINCIPAL must obey AGMA rules.
- (b) It will require PRINCIPAL to remain a member of AGMA in good standing throughout the duration of this Agreement.
- (c) It will not require PRINCIPAL to work in any company under its direction, management or control unless every PRINCIPAL employed by the EMPLOYER is a member of AGMA in good standing and remains so for the duration of his employment, subject to the provisions of the Basic Agreement with regard to contract principals.
- (d) It will require PRINCIPAL to work pursuant to this Agreement only so long as EMPLOYER has fully performed and is fully performing the covenants in each and every employment contract entered into, or hereafter during the term hereof entered into with each and every AGMA member in each and every company operated, owned or controlled by it.
- V. NO WAIVERS OR CHANGES ALLOWED – SCHEDULE A.
- EMPLOYER and PRINCIPAL hereby mutually agree that no riders, changes or alterations of this printed form shall be made or agreed to by either EMPLOYER or PRINCIPAL without written consent of AGMA, and EMPLOYER further agrees that no such rider, change or alteration shall be required of or deemed binding upon PRINCIPAL unless AGMA's consent has been certified by the duly authorized officer of AGMA upon the face of such rider, change or alteration.
- Further provisions and Agreements not set forth above in the printed portion of this contract may be set forth under Schedule "A" below, and subject to the provisions of the preceding paragraph concerning waivers, etc., any terms so set forth are hereby made a part of this Agreement. No such terms may be set forth which are less favorable to PRINCIPAL than:
- (a) the printed provisions of this contract,
- (b) the provisions of AGMA rules and/or
- (c) the provisions of any Basic Agreement between EMPLOYER and AGMA relating to this contract or the employment of PRINCIPAL hereunder.
- VI. The acceptance by PRINCIPAL of cash, checks or other forms of payment, or the deposit or retaining of cash, checks or other forms of payment, with or without notations on such checks that the same is in full payment or the like, shall in no way affect the right of PRINCIPAL or of AGMA to insist upon full payment under this contract. The signing by PRINCIPAL of waivers or releases, or the deposit of checks or money orders under stipulations, letters or other writings that such deposit is in full payment or the like, shall be of no force or effect.

VII. EMPLOYER and PRINCIPAL hereby jointly and severally agree that any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, or any controversy whatever between PRINCIPAL and EMPLOYER relating to the employment of PRINCIPAL hereunder, shall be settled by arbitration in accordance with the Rules then obtaining of the American Arbitration Association, in the manner provided in Section 1.25 of the Basic Agreement, as if the quoted portion thereof were set forth herein in full and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. Pending the result of such arbitration, PRINCIPAL will continue to perform this contract.

VIII. The interpretation of this Agreement and all questions arising under it shall be determined according to the laws of the state of California.

*In witness whereof*, this Agreement has been executed by the parties as of the date first above written.

**ACCEPTED:**

**SAN FRANCISCO OPERA ASSOCIATION**

\_\_\_\_\_  
Adrienne Pieczonka

By:

\_\_\_\_\_  
MATTHEW SHILVOCK  
General Director

\_\_\_\_\_  
Social Security/Corporate ID#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

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Telephone

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Email Address

