COLLECTIVE BARGAINING AGREEMENT

-between-

Skid Row Downtown LLC's Production of Little Shop of Horrors

-and-

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

January 20, 2025 – January 19, 2029

ARTICLE 1 – RECOGNITION

All full-time or regular part-time and on-call production crew member employees, employed in connection with the theatrical production known as the *Little Shop of Horrors* at the Westside Theatre, 407 W 43rd St, New York, NY 10036, including the Wardrobe Supervisor and Head Sound.

ARTICLE 2 – JURISDICTION

A. INCLUDED.

The jurisdiction of Union shall include the type of work set forth below in Article 3 with respect to the production of Little Shop of Horrors for a public audience produced by the Employer on stage at the Westside Theatre and such other areas directly related to the performances, specifically including backstage areas, wardrobe, hair and make-up room, the loading dock, and production storage areas.

- **B. EXCLUDED.** The jurisdiction of the Union shall not extend to the following:
 - 1. Any and all activities managed through a third-party vendor. If the Employer offers to employ Employees to perform supplemental work for any third-party vendors, such supplemental labor shall be compensated under the terms of this Agreement.
 - 2. Filming, taping, television, and any publicity or promotional activities. If the Employer offers to employ Employees to perform work for these excluded activities, such labor shall be compensated under the terms of this Agreement.
 - 3. Non-performance and non-theatrical activities, including but not limited to internal and administrative gatherings for staff, community service activities, and any activities where no public audience is involved. Employees performing such work shall be compensated under the terms of this agreement.
 - 4. Any areas not related to the production of Little Shop of Horrors for a public audience produced by the Employer on stage at the Westside Theatre and such other areas directly related to the performances, including administrative spaces, lobbies, patron seating areas, marquees, offices, all storage areas, non-stage rehearsal spaces, and any off-site area.
 - 5. Any and all activities performed by Westside Theatre employees, or any vendors utilized or hired by Westside Theatre. For the avoidance of any doubt, this

subparagraph 5 supersedes anything that is inferred and implied in this agreement.

- 6. Any and all third-party rentals or construction of any physical production element including, but not limited to, scenery, scenic elements, costumes, props, lighting, sound, and wigs however upon possession by the Employer all subsequent work shall be performed under this Agreement unless specified herein.
- 7. The stage managers and assistant stage managers may participate as necessary in scene shifts in accordance with past practice. The maintenance of the Audrey II puppet will also continue in accordance with past practice. Additionally, the offsite servicing of wigs by the Hair/Wig designer shall continue in accordance with past practice.

ARTICLE 3 – SCOPE

A. STAGEHANDS.

The scope of this Agreement hereunder shall extend to all audio, carpentry, electrical, property, video and other related work recognized as traditionally falling within the jurisdiction of the Union performed on the stage and related areas as specified above in an Employer production as defined above, when under the control of the Employer.

B. WARDROBE.

The scope of this Agreement shall extend to all costumes, wardrobe and other related work recognized as traditionally falling within the jurisdiction of the Union. This work shall be for handling, hanging, draping, cutting, sewing, tailoring, shopping, fabric artistry (including, but not limited to, aging, dying, fabric painting), millinery, finishing, beading, feathering, and all other costume-making work, pressing, dressing, laundry, hand laundry, spot cleaning and related work covered herein and used in connection with entertainment, shows or attractions, including rehearsal, publicity, maintenance and performances where wardrobe or costumes are used.

C. MAKE-UP ARTISTS AND HAIR STYLISTS.

The scope of this Agreement is all hair and makeup work, including all work traditionally falling within the jurisdiction of the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

A. Except as expressly limited by a provision of this Agreement, the Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement including the following: (i) to manage, direct, and maintain the efficiency of the business and Employees and control its departments, building, and operations and to control, acquire and divest its

equipment; (ii) subject to effects bargaining, to create, change, combine, or abolish Employee jobs; (iii) to discontinue work for business, economic or operational reasons; (iv) to hire, transfer, promote or lay off Employees; (v) to demote, suspend, discipline and discharge Employees; (vi) to specify or assign work requirements and overtime; (vii) to assign work and decide which Employees are qualified to perform such work; (viii) to determine the places where work will be performed; (ix) to pay wages and benefits in excess of those required by this agreement; (x) to effect technological changes in its equipment and operations; and (xi) to adopt work standards and rules of conduct to comply with new standards, laws, and/or regulations applicable to the Employer.

- B. The Employer may assign non-bargaining unit work, and/or work in employment classifications not covered by this Agreement, at its discretion and upon terms and conditions also at its discretion. The assignment of such work shall not constitute any precedent for the assignment of future work.
- C. Any current Employment Handbooks and any prior Employment Offers or Employment Contracts are null and void as of the effective date of this Agreement, and only the obligations outlined herein apply to Employees. The Employer shall retain the right to establish a newly proffered crew handbook, which the Employees must acknowledge and accept by signature. The Employer shall further retain all rights, powers, and authority to establish rules and regulations that are not inconsistent with the terms of this Agreement. All other policies (and any newly proffered crew handbook) shall apply to Employees except to the extent any provision in such handbook or policy is inconsistent with this Agreement.

POSITION	HOURLY RATE	WEEKLY RATE	Per Performance Rate
Head Props	\$36.50	\$1,400	\$175.00
Head Audio (Audio 1)	\$36.50	\$1,400	\$175.00
Head Lighting	\$36.50	\$1,400	\$175.00
Assistant Sound (Audio 2)	\$34.25	\$1,300	\$162.50
Head Carpenter	\$36.50	\$1,400	\$175.00
Wardrobe Supervisor	\$36.50	\$1,400	\$175.00
Dresser	\$34.25	\$1,300	\$162.50
Hair and Makeup	\$36.50	\$1,400	\$175.00
Supervisor			
Props/Carpenter Substitute	\$36.50	N/A	\$175.00
Audio (A1) Substitute	\$36.50	N/A	\$175.00
Audio (A2) Substitute	\$34.25	N/A	\$162.50
Daywork Stitcher	\$40.50	N/A	N/A
Dresser Substitute	\$34.25	N/A	\$162.50
Daywork Substitute	\$34.25	N/A	N/A
Hair Supervisor Substitute	\$36.50	N/A	\$175.00

ARTICLE 5 – WAGES

For any weekly rate, the amount is for up to eight (8) shows per week and will be reduced on a pro rata hourly basis for any show not worked. Employer agrees to 2% increases in Year 2 of this agreement, and 3% increases in Years 3 and 4 of this agreement in all above categories, on each year anniversary of the date of the Agreement, for the duration of the Term of the Agreement.

ARTICLE 6 – BENEFITS

The Employer agrees to make a weekly healthcare contribution of thirteen percent (13%) per week on behalf of each crew member to the IATSE National Plan C3, with a weekly cap of One Hundred and Seventy Dollars (\$170.00) per individual per week in Years 1 and 2 of the Agreement, and One Hundred and Eighty Dollars (\$180.00) per individual per week in Year 3 of the Agreement, and One Hundred and Ninety Dollars (\$190.00) per individual per week in Year 4 of the Agreement.

Beginning in Year 2 of the Agreement, Employer agrees to contribute two percent (2%) of all wages to the IATSE Annuity Plan, increasing to three percent (3%) in Year 3.

ARTICLE 7 – OVERTIME AND PREMIUM PAY

Overtime is paid at one and a half times (1.5x) the hourly rate for every hour worked in excess of forty (40) hours in a single workweek. The Employer must preapprove all overtime.

ARTICLE 8 – WORK RULES

- A. SHOW CALLS. The base salary is based on a 32-hour show call week, which includes up to four (4) hours per show at eight (8) shows per week. Work begins not more than 1.5 hours prior to curtain time and work ends following industry standard post-show activities and activities that have been past practice in the show, in which overtime was not paid. Work calls are four (4) hour minimums and are based on need. There will be no aggregation of separate calls which are continuous as long as a minimum four hours is paid.
- **B. RATE OF PAY.** Post-show work is paid at straight time unless an Employee has worked more than 40 hours per week at the time that post-show work is performed. All hours worked up until 40 hours are paid at straight time, regardless of whether the Employee works more than 8 hours in a single day.

MEAL PENALTIES. For all work in excess of five (5) hours including performances, Employees shall be entitled to a one hour meal period no sooner than three (3) hours and no later than five (5) hours after the starting time and every five (5) hours thereafter. Meal periods may commence on any quarter hour. Meal periods may be staggered. Any Employee who works through their meal period, or who does not receive a full hour break as provided above, shall be paid one additional hour at

the appropriate straight time hourly rate until the Employee receives the meal break. In lieu of a meal penalty, the Employer may provide a hot, nutritious meal and one half hour to sit and eat said meal. Such meal shall be provided within the time frame allotted above. The employer will make reasonable accommodations for dietary restrictions.

- **C. SUBSTITUTIONS.** Substitute crew members are paid hourly for training and then match the same rate of pay for the full-time position they are covering, including if crew members only cover work calls, which are paid at the applicable hourly rate.
- **D. PAID TIME OFF.** Sick pay, personal days, and vacation time (collectively, "paid time off" or "PTO") is accrued at one hour of PTO for every 30 hours worked. Unused PTO is paid out to full-time employees at the end of their employment.
- **E. WORK ON A DARK DAY**. Should Employer schedule a call on a scheduled dark day, then the Employees shall be paid at 1.5 times the straight time pay.
- F. LAYOFF, REPLACEMENTS, SHOW CLOSURE. In the event of a layoff Employees must be given two (2) weeks' notice in writing, except in the event of closing by the city, state, or federal government recommendation or mandate due to act of terrorism, pandemic, epidemic, or any force majeure event, provided that only one weeks' notice is required to close the show or salary in lieu thereof, it being understood, as is standard industry practice, notice can be given on the first day of the work week and closing can occur on the final day of the work week in which notice was given.

ARTICLE 9 – NON-DISCRIMINATION AND ANTI-HARASSMENT

All crew members covered under this agreement agree to abide by Employer's existing Non-Discrimination and Anti-Harassment policies, and agrees to execute an acknowledgement of said policies (if they have not executed such at the time of the ratification of this Agreement). The Parties hereto reaffirm their commitment to a policy of non-discrimination with respect to equal employment opportunity hereunder on the basis of sex, race, color, creed, gender identity and/or expression, national origin, age, disability, sexual orientation, familial status, veteran status, or political persuasion or belief. There shall be no discrimination, including but not limited to race discrimination or sex-based discrimination, against any individual seeking employment, whether committed by supervisory or non-supervisory personnel, management, Employees, or third parties.

Employees shall not be required to perform or work in any theatre, public or private institution, or other place of performance, where discrimination in any form is permitted or practiced, including but not limited to discrimination or harassment because of sex, race, color, creed, gender identity and/or expression, national origin, age, disability, sexual orientation, familial status, veteran status, or political persuasion or belief.

All members and employees of the Employer shall be treated with tolerance towards and without prejudice to any person(s) because of sex, race, color, creed, gender identity and/or expression, national origin, age, disability, sexual orientation, familial status, veteran status or political persuasion or belief.

SEXUAL HARASSMENT

To ensure a workplace free of sexual harassment and promote good Employee relations, all Employees are required to report any and all sexual harassment complaints to their supervisor and/or the Director of Human Resources. All reports will be taken seriously by the Employer and, after a fair fact-finding investigation appropriate disciplinary action will be taken. The Employer will protect the confidentiality of sexual harassment allegations to the farthest extent possible. Retaliation will not be tolerated.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors or any other visual, verbal or physical conduct of a sexual nature when: (i) submission to the conduct is made for either an explicit or implicit condition of employment, (ii) submission to or rejection of the conduct is used as the basis for an employment decision; or (iii) conduct occurs that is unwelcome and is sufficiently severe or pervasive as to interfere with an Employee's work performance or create an intimidating, hostile or offensive work environment.

ARTICLE 10 – SECURITY AND PERSONAL PROPERTY

A. SECURITY

Employees are expected to follow safe work practices. This includes but is not limited to: wearing closed heel and closed toe shoes, the use of safety lines and harnesses where necessary, and wearing appropriate eye and ear protection when necessary. Employees are required to comply with the Employer's safety guidelines, including but not limited to the Hard Hat Policy, and Guidelines on the Safe Use of Genie Lifts and Scaffolding. The Employer will provide the appropriate personal protective equipment (PPE) when required. Employees must report any suspicious activity in the building to their Department Head and/or Management.

B. PERSONAL PROPERTY

- 1. Employees may choose to leave some of their personal items at the theater between calls. Employes choosing to do so must put their names on their personal items, this can be done by using white gaffer's tape and a marker. Tape and markers can be obtained through the Department Head. Items that are not labeled may be removed.
- 2. The Employer is not responsible for lost or stolen items. If loss occurs, Employees may report specifics of their loss to the production office to be included in the lost and found log for follow up. If a known theft occurs, Employees are encouraged to file a police report with the local precinct.

3. If an Employee is loaning personal property to be incorporated into a show, they must register the item by filling out the appropriate rental paperwork or the item will not be covered for loss or damages.

C. IDENTIFICATION

Some Employees may receive a Westside Theatre ID Tap Card or theater keys. When an ID card is received, Employees must check it to ensure that the information on it is correct. If an ID card or key is lost or stolen, Employees must report it to the Production Office as soon as possible. Theater keys must be returned at the end of employment. Lost theater keys will be subject to a twenty-dollar (\$20) fee.

ARTICLE 12 – CONFIDENTIALITY AND PUBLICITY

A. CONFIDENTIALITY

Employees must not divulge or publicly share, through social media or any other means, the Employer's confidential and proprietary information, including but not limited to any copyright protected pictures or depictions of any set, costume, lighting, sound, wig, projection, or props designs, models, plans, sketches, or elements. Employees should not construe this as requiring them to refrain from discussing the terms and conditions of their own or their co-workers' employment.

B. PUBLICITY

- 1. The Employer shall have the right (using any technology/recording format) to shoot photographs, film footage, and/or record audio of the production, or any segment of production, of the rehearsals therefor, and/or interviews relating to the production, for the purpose of publicizing, promoting, or advertising the production or the Employer through any media, without restrictions, under the following terms and conditions:
 - i. Such publicity, promotional, or advertising shooting, filming, and/or recording may be done when Employees are on call for another purpose (e.g., rehearsal, pre-set/continuity call, work call, performance) without any additional compensation.
 - **ii.** For such publicity, promotional, or advertising shooting, filming, and/or recording when no Employees are on duty and the Employer requires work by an Employee to facilitate said shooting, filming, and/or recording, the Employee called in will be paid at the hourly rate as provided for in this Agreement.
 - iii. The Employer shall notify (to the extent it has such notice) the Union in

writing at least three (3) days in advance of the day on which such activity is to commence.

- 2. The Employer shall have the right to use photographs, footage, and/or recordings created hereunder without additional compensation to Employees.
- C. Capture and Broadcast: In the event any part of the production is recorded, filmed or otherwise captured and broadcast or released for any commercial use, which could generate a profit, the Employees shall receive a buy-out payment equal to one -half weeks salary upon the first release, it being understood that employees will not receive renumeration for the capture of performance material that is being used to promote, market or advertise the show for which employer also does not receive renumeration.

ARTICLE 13 – NO STRIKE – NO LOCKOUT

A. PROHIBITED ACTIVITY

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees, shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, sickout or slow-down, or any refusal to cross a picket line at or enter the Employer's premises, including a picket line directed at the Westside Theatre, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods to or from the Employer's premises.

B. WAIVER BY UNION

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law.

C. UNION OBLIGATION

If a violation of this Article should occur, the Union shall immediately take reasonable measures to terminate the violation. The Union will be deemed not to have violated the terms of this Article, if it refrains from assisting, encouraging, or condoning and in good faith takes every reasonable means to terminate the actions described in Article 13, Section A, above.

D. NO LOCKOUTS

The Employer agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs

due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Employer's control.

ARTICLE 14 – DISCIPLINE

A. TERMINATION

Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment. This provision does not limit the Employer's ability to terminate an Employee for other reasons, including for cause.

B. UNION REPRESENTATION

Employees shall be entitled to the presence of a Union steward upon request in investigatory interviews that might lead to discipline. The manager conducting such an interview must notify the Employee in advance of the nature of the meeting.

C. PERSONNEL FILE

The Union shall have the right to review the Employee's personnel file no later than fourteen (14) calendar days after submitting a written request to the Employer. The Employee and/or the Union may make such a request at any time. An Employee and/or the Union, within fourteen (14) calendar days of submitting a written request to the Employer, shall be provided copies of all material in the Employee's file(s) that the Employee signed or was requested and refused to sign.

ARTICLE 15 – GRIEVANCE

A. GRIEVANCE PROCEDURE

A grievance is defined as a dispute as to the interpretation, meaning or application of this Agreement. Grievances may be filed by the Union. All grievances not raised in a timely fashion, or not processed in accordance with the time periods set out below, shall be considered waived and abandoned. Before a grievance can proceed to Step 2 and 3 in the grievance process provided in this Article, the grievance must be signed by a Responsible Union Official authorizing the grievance to proceed to the next step and the Employer must be provided with a copy of that signed authorization, which may be by letter or email.

STEP 1: Not later than thirty (30) calendar days after the Union or Employee has knowledge, or should have had knowledge, of an event causing a grievance, the grievant or the Union will attempt to resolve the grievance informally in a discussion with the grievant's manager or supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

STEP 2: If the Parties fail to resolve the matter at step 1, the grievance will be reduced to writing by the Union or Employee and presented to the Employer's General Manager or other designated representative within thirty (30) days from the step 1 determination. The written grievance in this Step shall specify the facts, the specific provision of the contract alleged to be violated, and the relief requested. The Employer shall answer the Step 2 grievance in writing within ten (10) business days after its presentation.

STEP 3: If the grievance is not resolved at Step 2, the Union will have fourteen (14) calendar days from the date of the response to request arbitration.

B. TIME LIMITS

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Employer. Such express agreements shall be in writing and acknowledged by both Parties. If the Employer fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Employer's last response. In the event of a dispute over whether the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

ARTICLE 16 – ARBITRATION

The following procedure shall apply if a grievance is submitted to arbitration:

- **A.** The Union shall submit a request to AAA at its office in New York, NY under its Labor Arbitration Rules for a list of seven (7) arbitrators. Either Party may reject the first list of arbitrators provided by AAA within five (5) calendar days of receiving that list by providing written notice to the other Party. The rejecting Party must then request AAA to submit a second list of seven (7) arbitrators. Neither Party can request an additional list of arbitrations beyond the second list. After the second list of arbitrators is received from the AAA, the Parties shall alternately strike individual names therefrom. The Union will have the ability to make the first strike. The individual whose name remains shall be the arbitrator.
- **B.** A hearing on the grievance shall be held at a time and place designated by the arbitrator in the County, City, and State of New York, at which the Employer and the Union shall present their respective positions, evidence, and arguments. Each Party shall have the right to present written arguments by briefs after the close of the evidence. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing (and signed by the arbitrator) and shall be final and binding on the Parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

- **C.** The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof. They shall not have authority to (i) amend or modify any provision of this Agreement, except as may be required pursuant to the severability clause; or (ii) render an award on any grievance arising before the effective date of this Agreement.
- **D.** The fees and expenses of the arbitrator shall be borne equally by the parties. Each Party shall bear the expense of preparing its case and shall make arrangements for the expense of its own witnesses or others selected or called by a Party to attend or appear before the Arbitrator. Each Party shall have the right to appearance by counsel of its choice and to present evidence subject to the right of cross-examination.

ARTICLE 17- UNION SECURITY & CHECK-OFF

- A. In accordance with law, all employees hired under this contract after the date of ratification shall be required as a condition of continued employment, to be, become or remain a Union member in good standing of the appropriate Local Union. (I.A.T.S.E. Associated Crafts and Technicians (ACT) for Stagehands. I.A.T.S.E. Local 764 for Wardrobe employees; and I.A.T.S.E. Local No. 798 for Hair and Make-up employees) by no later than the 31st day following the commencement date of this Agreement or the date of their employment whichever is later.
- **B.** Employer agrees to deduct, and to remit weekly to the Local Union the applicable percentage of the gross earnings of each employee (2% to Local 764, IATSE for Wardrobe employees and 5% of the straight-time minimum contract wages earned to Local 798 for Hair and Make-up employees) by check made payable to the appropriate Union for the employees hereunder who shall have filed with Employer a written authorization in accordance with Section 302 of the Labor-Management Relations Act of 1947, as amended. Within one week after the end of each payroll period, the Employer shall remit to the applicable Union the total amount of all deductions made during the payroll period for all employees. The Employer shall furnish each Union at the time of remittance a list of the names of the employees on whose account such deductions were made along with their respective earnings.

ARTICLE 18 – MISCELLANEOUS

A. SEVERABILITY

The Parties agree that should any part of this Agreement be found to be void or unenforceable by a court of competent jurisdiction or by a duly appointed arbitrator, that determination will not affect the remainder of this Agreement.

The parties will attempt to negotiate regarding an alternative to the void or unenforceable provision. Should the parties be unable to agree on an alternative, the parties shall submit the dispute to arbitration.

B. NOTICES

Any notices or writings referenced in this Agreement must be provided to the Employer's General Manager and the Responsible Union Official.

C. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement reflects the entire agreement between the Union and the Employer. This agreement fully supersedes any and all prior agreements, negotiations, promises, or understanding between the Employer and the Union.

D. CHOICE OF LAW

This Agreement shall be interpreted, enforced, and governed under the laws of the State of New York, without giving effect to its conflict or choice of law principles.

ARTICLE 19 – UNION REPRESENTATION

The Union shall designate an individual, who may change every three (3) months on written notice to the Employer, who will be responsible for administering this Agreement. Such appointed individual will be referred to as the "Responsible Union Official" and shall act on behalf of the Union. The Employer will communicate with the Responsible Union Official with regard to this Agreement and may rely on the Responsible Union Official's representations as statements made by the Union.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established for the purposes of anticipating and resolving disputes over the interpretation and application of this Agreement, including jurisdictional issues. The Committee shall be comprised of designated representatives of the Union and the Employer. The Committee shall meet upon request of the Employer or the Union at a mutually convenient time, but no more than once per quarter. Time spent attending the Labor Management Committee meeting shall be unpaid time and must not interfere with work time. Within ten (10) days of the meeting, or as early as is practical, each side shall notify the other of the issues it wishes to discuss.

ARTICLE 21 – FORCE MAJEURE

In the event that any work call shall be prevented by Force Majeure (including but not limited to: acts of God, severe storm, fire, the acts of regulations or governmental agencies or public authorities, war riots, black-out, fuel or power shortages, public mourning, act of public enemy, epidemic, pandemic, interruption of transportation services, or cancellation of a performance by the artist and/or the presenting company due to circumstances beyond their control) the Parties

shall be respectively relieved of their obligation under this Agreement and there shall be no claim for damages by either party against the other stemming from the Force Majeure event..

ARTICLE 22 – TERM OF CONTRACT

Except as otherwise herein specifically provided, the rates of pay and other terms contained in this Agreement shall be effective commencing January 20, 2025, and shall continue in effect to and including January 19, 2029.

As Authorized By:

Skid Row Downtown, Limited Liability Company (Little Shop of Horrors)

Date: 1/29/25

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IATSE Representative

Date: January 31, 2025