

To: All 2017 Producers and Directors
From: Conejo Players Executive Board

ADDENDUM TO MUSICIAN'S PAYMENT POLICY

The information in this ADDENDUM is now a part of the Production Manual and replaces any other references to this subject matter.



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MUSICIAN PAYMENT POLICY

Revised 9/9/2017

These guidelines must be followed for any production wishing to hire musicians to accompany a Conejo Players Production. The production MUSIC DIRECTOR in conjunction with the PRODUCER is responsible for the hiring and coordination of the musicians as well as working with the CONEJO PLAYERS TREASURER to ensure tax forms and payments are handled in accordance with this policy. The MUSIC DIRECTOR and/or PRODUCER is/are also responsible for communicating this policy to all musicians who are to be paid.

All paid musicians are required to fill out an IRS Form W-9 regardless of the amount paid, and any musician who is paid \$600.00 or more per calendar year will receive an IRS Form 1099 to report their earnings in accordance with tax laws.

Conejo Players will pay the main musicians who are hired for the orchestra. It is the musician's responsibility to pay their substitutes, if there are any.

The Music Budgets line item will be managed by the production MUSIC DIRECTOR and PRODUCER in accordance with budgets and policies set forth by the CONEJO PLAYERS BOARD OF DIRECTORS and EXECUTIVE COMMITTEE.

Prior to and during the rehearsal process, the MUSIC DIRECTOR will be responsible for hiring and rehearsing all orchestra members, whether through an Orchestra Contractor, a Conductor, or directly.

Checks will be mailed directly to musicians from the TREASURER within 2 weeks of closing or one week of the submission of all correct documents, whichever is longer. Mailing of checks is dependent upon the submission of the correct final required documentation per the schedule below.

PRIOR TO FIRST ORCHESTRA REHEARSAL:

- The MUSIC DIRECTOR and/or PRODUCER will obtain blank copies of the CONEJO PLAYERS HOLD HARMLESS AGREEMENT, the MUSICIAN INDEMNITY AGREEMENT, and IRS Form W-9 from the Production Manual Toolkit.
- The MUSIC DIRECTOR and/or PRODUCER will be responsible for ensuring the above documents are filled out and returned by all musicians. The CONEJO PLAYERS HOLD HARMLESS AGREEMENT and the MUSICIAN INDEMNITY AGREEMENT must be collected prior to any orchestra rehearsals

(or in the case of subs, any performance at which they will play). However, it is a good idea to return ALL FORMS at the same time.

- Musicians who are not being paid need not fill out a W-9.

ONE WEEK PRIOR TO OPENING NIGHT:

- MUSIC DIRECTOR and/or PRODUCER will provide to the TREASURER:
 - Musician Indemnity Agreement filled out by each musician, even if that amount is zero dollars.
 - IRS Form W-9 filled out by each musician who is to be paid any amount, including substitutes if that is known at the time. Be as complete as possible.
 - A list of proposed payment amounts for each musician.
 - Payments may NOT exceed the Music Budget allotment. The MUSIC DIRECTOR should make every attempt to come in under budget
 - When hiring musicians, the MUSIC DIRECTOR and/or PRODUCER must leave sufficient money in the budget to account for emergency substitutions during the run, etc. Payments above the full budgeted Music Budget will not be guaranteed approval. (ie. please do not use all of your budget paying for musicians; leave a small amount to account for any potential situations that may arise).
- The PRODUCER should keep all Hold Harmless Agreements. These must be filled out by each musician (whether they are to be paid or not), including substitutes. This is the same process as for the Hold Harmless agreements for any other participant.

WITHIN THREE (3) DAYS OF THE CLOSING PERFORMANCE:

- MUSIC DIRECTOR and/or PRODUCER will provide to the TREASURER:
 - Musician Indemnity Agreement completed for any additional musician or substitute that was hired subsequent to submission of previous paperwork, even if that amount is zero dollars.
 - IRS Form W-9 completed for any additional PAID musician or substitute that was hired subsequent to the original list provided.
 - List of ACTUAL payment amounts, factoring in substitutes, etc, that may have occurred during the run. This confirmation is required EVEN IF THE AMOUNTS HAVE NOT CHANGED FROM THE ORIGINAL LIST, as the TREASURER needs to know.

Checks will be mailed directly to musicians from the TREASURER within 2 weeks of closing or one week of the submission of all correct documents, whichever is longer. NO CHECKS WILL BE ISSUED TO ANYONE WHO DOES NOT HAVE A W-9 FORM, A HOLD HARMLESS AGREEMENT AND A MUSICIAN INDEMNITY AGREEMENT ON FILE.

This policy must be followed by all productions who wish to hire musicians. Questions may be directed to the EXECUTIVE PRODUCER or to the TREASURER. And remember:

KEEP BOARD OF DIRECTORS APPRISED.

The Board needs to be informed of any aspect of a production which may impact or alter the normal routine operation of the theatre.

ATTACHMENTS:

1. Conejo Players Hold Harmless Agreement
 2. Musician Indemnity Agreement
 3. IRS Form W-9
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NAME OF PRODUCTION: _____

**COMPLETION OF THIS FORM IS A REQUIREMENT OF PARTICIPATION WITH THE
CONEJO PLAYERS, INC.**

ASSOCIATION AGREEMENT / RELEASE AND HOLD HARMLESS

I understand Conejo Players Theatre, Inc., is a California non-profit corporation with volunteer participants or members, such as myself, who provide all of the work which make the Conejo Players Theatre stage productions possible, that the Conejo Players Theatre has very limited income and resources, and that the Conejo Players Theatre is financially unable to pay for injuries to its members and participants or to provide insurance for such injuries. I therefore agree that as a participant or member of the Conejo Players Theatre group, I will look to my own resources to pay for any injuries I may receive while engaged in activities of the Conejo Players Theatre. In consideration of my being permitted to participate in the activities of the Conejo Players Theatre, I hereby agree to hold Conejo Players Theatre, Inc., its officers, directors, servants and employees, free and harmless of any liability or claim for injury I may receive while engaged in the activities of the Conejo Players Theatre, whether at the Theatre's location or elsewhere. In that regard, I hereby release, acquit and forever discharge Conejo Players Theatre, Inc., its officers, directors, servants and employees, from any and all claims I may have, or feel I may have, for any injury I may suffer while engaged in the activities of the Conejo Players Theatre.

SAFETY POLICY FOR SET STRIKES

Conejo Players Theatre welcomes all family members to participate in set strikes. In the interest of safety, Conejo Players Theatre has some ground rules we ask all participants to follow.

1. Participants, age 16 and above, may participate in the actual de-construction of the set; which includes but is not limited to working on the stage floor, the orchestra pit and in the shop area.
2. Participants, under 16 may work in specifically assigned areas designated by the head of set strike; which includes but is not limited to: the costume and prop lofts, the dressing rooms, the lobby, the house, the backstage areas, and the green room area. NO ONE under 16 is allowed on the stage floor, in the orchestra pit or in the shop area during a set strike.
3. Participants aged 13 and under must be accompanied by a parent and that parent is responsible for their child's safety and conduct during set strike.
4. All participants must wear proper work clothes and closed-toed shoes during set strike.

Note: ONLY participants 18 years of age or over may use power tools (excludes cordless drills/screw guns). If there is any question or concern that a participant is 18, said participant may be asked to provide proof of age. Conejo Players Theatre wants to emphasize once again that participants of all ages are welcome at set strike and we encourage families to participate. Thank you for your attention and cooperation with the rules stated above.

ACTOR'S PHOTO RELEASE

This Authorization and Release is given in partial consideration of Actor aforesaid being cast in the production designated above and as condition thereof. Actor understands and agrees that photos will be taken of Actor and/or other performers in this production and that these photographs will be used to advertise the current production and in the discretion of Conejo Players Theatre may be used to promote future productions at Conejo Players Theatre and/or to promote the name and reputation of Conejo Players Theatre without limit as to time, place, extent or nature of the advertising media

provided only that it is a bone fide and good faith effort to promote the goals of Conejo Players Theatre aforesaid. To this extent, Actor releases and authorizes Conejo Players Theatre to use his or her likeness and photographs or any other depiction of Actor made or taken by or on behalf of Conejo Players Theatre in any manner Conejo Players Theatre deems appropriate without further permission, consent or authorization of Actor.

EXECUTED at Thousand Oaks,
CA, on _____
[Date - mm/dd/yyyy]

Participant Name & Role / Position: _____ Under 18

Signature
[Actor / Participant OR Parent if under 18]

Parent Name
[If participant is under 18]

Witnessed by
[Producer or CPT Board Member]

The original of this Agreement remains the property of the Conejo Players Theatre, Inc. and will be on file at 351 S. Moorpark Road, Thousand Oaks, CA

THE CONEJO PLAYERS, INC.
MUSICIAN INDEMNITY AGREEMENT

This Agreement is made this _____ day of _____, 20____, between and among The Conejo Players Theatre and _____ (“MUSICIAN”).

MUSICIAN agrees to attend a minimum of _____ rehearsals and play at _____ performances of _____ (“SHOW”) for the sum of \$_____, which shall be mailed within two weeks of the closing of SHOW.

By accepting this engagement, I agree and acknowledge that:

1. I have received a copy of this agreement;
2. I have received a copy of the Musician Payment Policy;
3. I understand and acknowledge that all productions of Conejo Players Theatre (“CPT”) are the result of the volunteer efforts of all participants;
4. I understand and agree that although musicians may receive a stipend for their contributions to the production, such stipend is in no way to be considered a bailment of their respective instruments and no bailment is created thereby.
5. It is understood and agreed that I may store my instrument at designated places in the theatre rather than being required to transport the instrument to and from the theatre and that this is provided as a courtesy to me and CPT neither represents, warrants, provides any assurance, or assumes any responsibility for the safety or security of such instrument while stored at the theatre. Storage of my instrument at the theatre is at my sole option and I bear any and all risk of such storage.
6. In consideration of being allowed to store my instrument at the theatre, I agree to hold CPT, its officers, directors, members, advisors, production directors, producers, and all those acting on behalf of or in concert with CPT, free and harmless from any liability for damage, injury or disappearance of my musical instrument, and any of its peripheral or related gear, attachments and accessories.

MUSICIAN - Signature

Printed Name

Date

WITNESS (MUSIC DIRECTOR) - Signature

Printed Name

Date



