



Contract checklist for dancers

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Introduction

In New Zealand most dancers are in effect self-employed contractors, employed on a project by project basis with a contract for services. However some companies choose to employ dancers as employees, often on fixed term contracts.

Whatever your employment situation it is advisable to have a written contract. If you don't have a formal, legal agreement, it doesn't mean you don't have a contract, an exchange of emails or verbal agreement also constitutes a contract.

A contract is a starting point for negotiation and an opportunity for both parties to sort out potential problems upfront and clarify expectations. Once the contract has been drawn up there should be time allowed to read the contract, seek advice, and if necessary request changes.

The following is a checklist of some of the terms and conditions you may find in your contract, it is not meant to be exhaustive and it is not legal advice. This checklist is meant as a starting point for thinking about what could be included in a contract, to help you clarify the details of a contract you already have, or to help you negotiate other terms you might wish to see in a contract.

Checklist

Duration of contract

- Rehearsal period/production week/performance dates
- Total number of hours per week (may vary between rehearsals/production week/performances)
- Work between the hours of ... and ... /days of the week
- Break entitlements
- What happens if extra hours are required

Health and Safety

- Appropriate venues for rehearsal and performances e.g. suitable floors, adequate lighting and ventilation
- Scheduled time for warm up and warm down
- Physiotherapy

Remuneration

- Pay rate for rehearsals/production week, pay rate for performance
- Premium payment for working on public holidays, overtime
- Payment method - weekly, fortnightly, at end of contract or profit share
- Royalties (e.g. for choreographic contribution)

Other allowances

- Make-up, shoes
- Nude allowance
- Per diems – living allowance /travel expenses (if touring) – e.g. accommodation, air fares

Additional clauses

- Termination clause
- Dispute resolution provision
- Intellectual property – how work will be credited
- Harassment and discrimination
- Special attendance – publicity, recording of live performance

Additional information on contract clauses

1. Termination clause

A termination clause describes how a contract can end. It usually includes by one or other of the parties (i.e. the dancer or the production company) telling the other that they want to end the contract. This is called giving notice. The termination clause usually says how much notice you have to give (e.g. a week, a month). Notice often has to be given in writing, which can include by email. Termination clauses may also say that the production company can end the contract immediately if a dancer is guilty of 'serious misconduct' (e.g. drug use or physical fighting at work; not turning up, repeatedly, without a good explanation).

2. Dispute resolution

A dispute resolution clause describes how any problems between the contract parties can be worked out. Often this will start with the parties talking 'in good faith' (i.e. genuinely trying to sort the problem out between them, respectfully and positively). If this doesn't work, a contract may provide for mediation, where the parties meet and try to agree with the help of an expert 'mediator' who guides them, but who doesn't make any decisions for them. If mediation doesn't work, a contract may say that the parties can go to arbitration, which is a less formal process than Court, but which involves an expert deciding who is right and what should happen.

3. Intellectual property

An intellectual property clause deals with who owns and controls the legal rights to the creative material that makes up a show. This might include the music, choreography, script, set or costume design. Dancers have a legal right to each performance that they give. Generally, the fee a dancer is paid buys the right to show each of their live performances of a work on stage. If a production company wants to do something more (e.g. film a performance and sell the film) then dancers might want to ask for additional payment for this.

Tips for negotiating

Here are some tips for negotiating your contract:

- Be prepared.
- Make sure that you understand your contract.
- Take your time and ask for advice and support if you need it.
- Think about what you want and focus on a few key issues.
- Remember: a contract *can* be changed.
- Know your 'bottom line' and whether or not you are ready to walk away from the project over it.
- Aim as much as possible for a win/win (i.e. an outcome that works well for you and the production company).
- Keep all negotiations positive and polite.
- Remember, the production company wants to make the project work too – and they may appreciate the points you raise (they might not have thought of them themselves).

Win/win

Getting a contract right is good for dancers and for production companies. It helps everyone to know what is expected of them from the start. It can prevent risks and 'nasty surprises'.

Speaking up if you have concerns about a contract can save the person hiring you money and time in the long run, as well as securing what you want and need.

Contracts can be changed

Contracts are not set in stone. Often, when there is a legal document drawn up, people can be reluctant to change it – they might even believe that they can't do that, which isn't true. Don't accept excuses like "we never alter our contract" or "this is the standard agreement". Until both parties sign, a contract is something that can always be changed.

Take your time

Take your time. You don't have to sign a contract as soon as it is given to you. In fact, you have a legal right to time to read and consider it. You also have a right to take time to get legal advice about it.

Seek advice and support

Get advice and support when you are considering a contract. This doesn't have to be from a lawyer, but if you want to talk to one, there are Community Law Centres throughout New Zealand staffed by qualified lawyers who can help you for free. Other people who may be able to help you with contracts include:

- An agent
- An older/more experienced dancer or arts practitioner
- CNZ staff
- DANZ staff
- A trade union (check out Together, the new union for people whose jobs are not otherwise covered by a union: www.together.org.nz).

Work together

There can be strength in numbers. If several dancers are unhappy with a contract and approach a production company together, the company may be more likely to listen. You can ask a union to help too, but the production company doesn't legally have to negotiate with a union unless you are an employee.