

Metadata header

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IDnum 363 **Language** English **Country** United States **State** NM

Union AGMA (American Guild Musical Artists)

Local

Occupations Represented
Dancers and choreographers
Musicians, singers, and related workers

Bargaining Agency Santa Fe Opera

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear 1999 **EndYear** 2003

Source <http://www.agmanatl.com/ContractsOpera/SantaFe1999-2003.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

This AGREEMENT made and agreed between The AMERICAN GUILD OF MUSICAL ARTISTS, INC., 1727 Broadway, New York, NY 10019-5284 (hereinafter called AGMA) and THE SANTA FE OPERA, 7 miles north of Santa Fe, Old Taos Highway, Highway 84/285, Santa Fe, NM 87501 (hereinafter called MANAGEMENT) shall constitute an agreement between the parties hereto for the work territory, conditions and compensation provided for herein.

1. ARTISTS COVERED.

The MANAGEMENT hereby recognizes AGMA as the exclusive bargaining agent for all Solo Singers; Narrators; Artists engaged to perform mute Leading, Featured, Supporting, and Solo Bit Roles; Stage Directors and their assistants; Stage Managers and their assistants; and performers who have speaking parts (hereinafter referred to as "PRINCIPALS"), all Choreographers and Dancers (hereinafter referred to as "DANCERS") and all Chorus Singers (hereinafter referred to as "CHORISTERS") and all hereinafter referred to collectively as "ARTISTS", whose services are used by the MANAGEMENT. The MANAGEMENT and AGMA agree that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

2. DEFINITIONS OF ARTISTS COVERED.

SOLO SINGER - a singing artist engaged to perform leading, featured, supporting and/or solo bit roles.

SOLO DANCER - a dancer engaged to perform solo roles or who is significantly featured in the choreography

STAGE DIRECTOR - an individual engaged to create and/or direct the staging for productions according to the design concept as agreed by MANAGEMENT.

STAGE MANAGER - An individual engaged to stage manage and "call" the production.

CHOREOGRAPHER - A director of dance engaged to create and/or direct dance sequences as designated by MANAGEMENT.

SPEAKING PERFORMER/NARRATOR - An artist engaged to perform leading, featured, supporting and/or solo bit speaking roles.

MUTE PERFORMER - An artist engaged to perform leading, featured, supporting or solo bit non-singing, non-speaking roles.

CHORISTER - A singing artist engaged to perform in the chorus.

CORPS DANCER - A dancer engaged for a non-solo dance performance.

ASSISTANT STAGE DIRECTOR - An individual engaged to assist the Stage Director in staging the production.

ASSISTANT STAGE MANAGER - An individual engaged to assist the Stage Manager in stage managing the production.

3. APPLICATION OF BENEFITS.

(a) The MANAGEMENT agrees that the provisions of this Agreement shall apply to inure to the benefit of all ARTISTS engaged by the MANAGEMENT or by an affiliate, subsidiary or the like of the MANAGEMENT directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this Agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS engaged by the MANAGEMENT", such phrase shall be deemed to mean "ALL ARTISTS engaged by the MANAGEMENT, or by an affiliate or subsidiary of the MANAGEMENT directly or indirectly, or through agents or independent contractors."

(b) The MANAGEMENT agrees that the terms of this Agreement apply only to rehearsals and performances in The United States of America and Canada and their dependencies or possessions. AGMA reserves the right to negotiate terms and conditions, including all terms of engagement, rehearsal, travel and performance, as a condition for granting approval to the MANAGEMENT to take ARTISTS for an engagement or series of engagements on tour outside of The United States of America and Canada and their dependencies or possessions.

4. MEMBERSHIP IN AGMA.

(a) Until and unless the union security provisions of The Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, the following provisions shall apply:

"The MANAGEMENT shall engage and maintain in its engagement only such persons covered by this Agreement as are members of AGMA in good standing or as shall make applications for membership on the thirtieth (30th) day following the beginning of engagement hereunder or the date of execution of this Agreement, whichever is the later, and thereafter maintain such membership in good standing as a condition of engagement." In the event said Act is repealed or amended as so to permit a stricter union security clause the above provision shall be deemed amended accordingly. The provisions of this paragraph are subject to said Act.

(b) AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the MANAGEMENT and will not impose unreasonable entrance fees or dues upon its members; provided, however, nothing contained in this Agreement shall be deemed to

limit the right of AGMA to suspend, expel, otherwise discipline or refuse to admit to membership or readmit a member, pursuant to the rules, regulations, Constitution and By-laws of AGMA, and provided, further, that nothing contained herein shall require the MANAGEMENT to discharge or refuse to engage any ARTIST by reason of any action of AGMA which is in violation of the said Labor Management Relations Act.

(c) AGMA agrees that the MANAGEMENT may engage "apprentice" Artists, as defined herein, in addition to the professional ARTISTS. To be eligible for "apprentice" Artists status, a singer must not have performed more than six (6) different operatic roles with any professional opera company under an AGMA contract. "Apprentice" Artists status may not be granted for more than two (2) seasons.

(d) In lieu of AGMA membership, the Apprentice Artist shall pay AGMA twelve and one-half (12 1/2) percent of gross fees earned for singing solo roles for which he/she is paid. AGMA will credit such payments towards Initiation Fees owed for future membership in AGMA. Should the Apprentice Artist have completed his/her Initiation Fee Payments, then the applicable working dues on all such gross fees earned for singing solo roles, as well as any other dues owed and requested by AGMA shall be deducted. MANAGEMENT will send AGMA these payments in the manner provided for in Paragraph 5(d) of this Agreement.

(e) Nothing contained within this Agreement or the Individual Employment Contracts in any way shall abrogate the artistic prerogatives of the MANAGEMENT, which shall be the sole judge and arbiter of any and all artistic matters.

(f) AGMA acknowledges the right of the MANAGEMENT to manage the company.

(g) AGMA agrees to consider and act upon all the charges filed in writing by the MANAGEMENT against AGMA member(s) and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. The MANAGEMENT agrees that such charges filed in writing with AGMA and acted upon by AGMA shall not be the subject to arbitration.

5. DEDUCTIONS.

(a) AGMA and the MANAGEMENT agree that the MANAGEMENT may deduct from ARTISTS' compensation applicable state or federal taxes and will make such other payments or contributions as may be required by law. It is also agreed that MANAGEMENT may deduct any amounts due and owing the MANAGEMENT, fines for lateness, or any other deduction provided for in this Agreement or any mutually agreed upon amendment to or modification thereof.

(b) Provided that the MANAGEMENT has in its possession an authorization as required by law, properly signed by the Artist, the MANAGEMENT agrees to deduct from the ARTISTS' compensation initiation fees, assessments, fines,

delinquent payments, or other similar deductions at the direction of and on behalf of AGMA provided that AGMA has requested the MANAGEMENT so to do, in writing, two weeks prior to the ARTISTS' first performance.

(c) The MANAGEMENT agrees that it will deduct ("Check-off") from the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the MANAGEMENT a written assignment in accordance with section 302 of the Labor Management Relations Act, 1947, the applicable "Working Dues" as certified by AGMA to be then in effect. For purpose of such deductions, travel expenses, meal money, per diem (to the extent provided for in this Agreement) and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the "gross compensation" and shall not be subject to such deduction.

"Check-off" dues will be deducted by MANAGEMENT from the ARTISTS' compensation at the end of the Opera season, but the ARTISTS may elect to have these dues deducted weekly. MANAGEMENT will advise AGMA of ARTISTS under contract no later than June 30 each year and in this connection MANAGEMENT will deliver AGMA copies of Individual Artists Contracts to AGMA no later than six (6) weeks prior to the ARTIST'S first performance or five days after the Artist's Individual Artist Contract(s) is executed, whichever is later.

At the time of such remittance, and together therewith, the MANAGEMENT shall also furnish to AGMA a record certifying the names, Social Security numbers and total compensation and deductions for the pay period of the ARTISTS on whose account such deductions were made with Working Dues and Basic Dues (and Initiation Fees and Delinquent Dues) listed separately, using the following form:

Social Security #	Name	Gross	Initiation Fee	Basic Dues	Reinstatement Fee	2% Working Dues	Delinquent Working Dues
000-00-0000	AGMA Artist	0,000.00	000.00	00.00	00.00	000.00	000.00

The MANAGEMENT will not be liable for failure to make a deduction or deductions; however, the MANAGEMENT will use reasonable care in making deductions.

The MANAGEMENT agrees that a special written assignment in the following form, which may be contained in the ARTIST'S individual contract with the MANAGEMENT, will be acceptable for the purpose of this Paragraph:

"The actual compensation of the ARTIST shall be set forth herein, and there shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTISTS compensation except such taxes or

withholdings as are required by statute, and except further that the ARTISTS hereby assigns to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deductions of such amounts from the ARTIST'S compensation and the remission of same to AGMA. This assignment, authorization and direction covers all compensation earned as a result of employment under this Contract (regardless of how characterized or when paid). This assignment, authorization, and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the MANAGEMENT and AGMA by registered mail not more than 30 days and not less than 15 days prior to the expiration of each successive one year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt."

(d) A payment for deductions referred to in (b) and (c), above, will be sent to AGMA within twenty (20) working days following the ARTIST'S final performance. Accompanying such payment to AGMA will be the ARTIST'S name, social security number, and the amount of the deduction for ARTIST involved.

6. FEES AND COMMISSIONS.

No officer, director or agent of the MANAGEMENT and no person who occupies a paid supervisory or paid executive position with AGMA or with MANAGEMENT, or who receives compensation from MANAGEMENT and participates in engaging, casting or discharging of ARTISTS, shall act as manager, agent, or personal representative of any ARTISTS or receive any fee, commission or other consideration for services of such character from any ARTIST.

7. AGMA DELEGATES AND REPRESENTATIVES.

A delegate or representative, duly authorized by AGMA and with the full cooperation of the MANAGEMENT:

(a) Shall be admitted to any location where ARTISTS are working or are scheduled to work.

(b) Shall act as liaison between ARTISTS and AGMA.

(c) Shall report any violations of this Agreement both to the MANAGEMENT and to AGMA.

(d) Shall conduct meetings pertaining to AGMA business at such times not

to conflict with rehearsals or performances, and MANAGEMENT will endeavor to make a facility available for such meetings. AGMA agrees meetings will not be conducted just prior to performances or during intermissions of performances.

(e) Shall at all times have the right to bring matters of safety to the attention of the MANAGEMENT.

The AGMA delegate shall have no authority to stop or interfere with any part of any performance or rehearsal or interfere in any way with the performance of the duties of the MANAGEMENT except when authorized by the National Office of AGMA to stop professional activities because of lack of payment for services, for failure to post a requested bond, or if MANAGEMENT fails to perform its obligations as set for the Paragraph 32, HEALTH AND SAFETY.

8. DISCRIMINATION AND SEGREGATION.

(a) AGMA may represent its members in any dispute which may arise with the MANAGEMENT. The MANAGEMENT shall not dismiss or otherwise penalize any ARTIST for fulfilling his/her duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that the MANAGEMENT has given him/her notice, or otherwise penalized him/her or discriminated against him/her for fulfilling his/her duties, either as a delegate or as an AGMA member, may present his/her case to AGMA, which shall give the MANAGEMENT an opportunity to be heard if MANAGEMENT desires to avail itself of this opportunity. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the ARTIST'S claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted. If the member's claim is sustained, he/she shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

(b) The MANAGEMENT agrees not to discriminate against any AGMA member in compensation, performances, engagements, or in its general relationship with any ARTIST because of any such ARTIST'S activities on behalf of AGMA.

(c) The MANAGEMENT shall not discriminate against any ARTIST because of race, color, creed, sex, age, disability, national origin, nationality or sexual orientation .

(d) No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced, because of race, color, creed, sex, age, disability, national origin, nationality or sexual orientation , against any ARTIST or patron as to admission or seating arrangements.

9. WORKERS' COMPENSATION.

MANAGEMENT will carry, at its expense, Workers' Compensation Insurance, or its equivalent, covering all ARTISTS and APPRENTICE ARTISTS wherever they may work for the MANAGEMENT, without regard to fault, in compliance with the laws of the State of its principal place of business.

10. UNEMPLOYMENT INSURANCE.

MANAGEMENT agrees that all ARTISTS and APPRENTICE ARTISTS covered by this Agreement are entitled to the benefit of New Mexico Unemployment Insurance.

11. AGMA HEALTH FUND.

(a) The MANAGEMENT acknowledges the existence of the AGMA Health Fund and agrees to execute all documents relating to the MANAGEMENT'S obligation under this fund.

(b) The MANAGEMENT further agrees to contribute to the AGMA Health Fund (Plan A), the full monthly cost for medical insurance covering a point of service plan with AETNA U.S. HEALTHCARE (Group Contract # 093274) and dental benefits with Prudential Health Care for each AGMA Artist engaged on a weekly employment contract with the minimum of four weeks, with the exception of the Apprentice Artists.

(c) Family Coverage: The MANAGEMENT agrees that it will deduct the cost of the Family Coverage from the compensation of any ARTIST described in subparagraph (b) who chooses to elect such additional dependent coverage. The MANAGEMENT agrees to remit this payment to the AGMA Health Fund along with the required MANAGEMENT contribution on a monthly basis.

(d) The MANAGEMENT shall remit the contribution required for coverage for each ARTIST so that such contribution shall be received no later than the fifteenth (15th) day of the month following the every month in which the ARTIST was employed by MANAGEMENT.

(e) Any and all payments by MANAGEMENT of amounts to be contributed to the AGMA Health Funds, as set forth above, if received later than the applicable date, set forth above shall be subject to an annual interest rate of two percent (2%) above the prime

(f) The MANAGEMENT further agrees to provide limited medical benefits for APPRENTICE ARTISTS as follows: in the event that, while employed by MANAGEMENT, an APPRENTICE ARTIST develops a health problem related to his/her voice and directly impairing his/her ability to sing (such as a sore throat, bronchitis, acute asthma, or sinusitis), MANAGEMENT shall reimburse the APPRENTICE ARTIST for the reasonable expenses incurred by the APPRENTICE ARTIST for reasonable medical treatment of the condition. The MANAGEMENT shall not reimburse the APPRENTICE ARTIST for expenses that are payable or

reimbursable through the APPRENTICE ARTIST'S own health insurance plan or for injuries that are covered under MANAGEMENT'S policy of Workers' Compensation. In no event shall the total of all reimbursements payable by the MANAGEMENT to or on behalf of any APPRENTICE ARTIST exceed \$180.00 for the entire employment period. The MANAGEMENT may place reasonable application and proof requirements upon APPRENTICE ARTISTS in implementing this agreement.

12. BOND.

MANAGEMENT agrees to place a TEN THOUSAND DOLLAR (\$10,000.00) security deposit with AGMA in the form of an assigned Certificate of Deposit, at The First National Bank of Santa Fe, two (2) weeks prior to the commencement of the first rehearsal period. This shall serve as a pledge for the faithful fulfillment of the term of this Agreement and/or terms of any contract entered into between the MANAGEMENT and any artist. The security deposit shall be returnable to the MANAGEMENT four (4) weeks following the final performance of each opera season, less any claims which shall be made by

AGMA for failure to fulfill the terms of this Agreement and/or the terms of any contract between the MANAGEMENT and any artist. The assigned Certificate of Deposit shall be in effect for at least four (4) weeks following the final performance of each Opera Season.

13. STANDARD ARTIST'S CONTRACTS.

(a) All contracts and agreements made by the MANAGEMENT with ARTISTS engaged under this Agreement shall be subject to applicable laws and shall conform in every respect to all the provisions of this Agreement and shall be executed only on the "Individual Artist's Contract" form appended to this Agreement as "Exhibit A", subject to such additions thereto and modifications thereof as may be agreeable to the ARTIST and to AGMA and to the MANAGEMENT and not inconsistent with this Agreement or less favorable to such ARTIST.

(b) Individual Artist's Contract shall be executed in quadruplicate: the original copy to be retained by the MANAGEMENT; the duplicate by the ARTIST; and the triplicate and quadruplicate to be filed with AGMA at least six (6) weeks prior to ARTIST'S first performance or five (5) days after ARTIST'S contract is executed, whichever is later. (See Paragraph 5(c)). AGMA's copies of all Individual Artist's Contracts shall be kept confidential and made available only (1) to the National Executive Secretary, or other officer having equivalent position with AGMA and (2) when a dispute arises under the contract. MANAGEMENT will not be held responsible for failure of the ARTIST to provide MANAGEMENT with triplicate and quadruplicate copies of ARTIST'S Contract.

(c) Failure of the MANAGEMENT to file copies of contracts with AGMA shall constitute a breach of contract by the MANAGEMENT. In such a breach, the

ARTIST may at any time, AGMA consenting, terminate the same without notice, and the MANAGEMENT agrees to pay forthwith to the Artist, as damages for such breach in full, for all services rendered by the ARTIST to the MANAGEMENT, plus any other amounts then owing, not already paid, the total of which being a sum equal to the total amount contracted for in the ARTIST'S contract for all performances or weeks of engagement, as the case may be. In no case shall any offsets be allowed to the MANAGEMENT for the earnings of the ARTIST in a new or subsequent engagement.

(d) No ARTIST is permitted to take part in any performance or rehearsal, without first signing an Individual Artist's Contract. Individual Artist's Contracts shall specify the opera and roles for which the ARTIST is engaged, the role (if any) which he is understudying, dates of performance and any other services contracted for and covered by this Agreement, such as transportation compensation, and per diem, each of, which must be a separate item to be provided in the contract form.

(e) AGMA agrees that if the MANAGEMENT shall deliver AGMA's copies of any executed Individual Artist's Contract to AGMA, and if within thirty (30) days thereafter AGMA shall not have returned said copy marked "Disapproved", AGMA shall be deemed to have approved any rider, addition or modification to the aforesaid contract.

(f) AGMA hereby affirms that nothing contained within this Agreement in any way abrogates the artistic prerogative of the MANAGEMENT with respect to casting decisions.

(g) The MANAGEMENT shall notify the ARTIST that by signing the attached Individual Artist's Contract ("Exhibit A") he/she is authorizing deductions, if any, from his/her compensation by MANAGEMENT on behalf of and at the direction of AGMA. If ARTIST refuses to authorize deductions, if any, by the MANAGEMENT on behalf of and at the direction of AGMA, ARTIST may strike Paragraph "3" from the Individual Artist's Contract, in which case the MANAGEMENT bears no responsibility for any amounts due and owing AGMA by the ARTIST. If, however, the ARTIST authorizes such deductions, if any, AGMA agrees to defend MANAGEMENT against any action taken or claim against MANAGEMENT by ARTIST as a result of deductions by MANAGEMENT at the direction of and on behalf of AGMA as if such action or claim were asserted directly against AGMA, and AGMA will pay any award or judgment resulting therefrom.

(h) AGMA agrees that (with the consent of the Individual Principal ARTIST involved, as provided in his/her individual contract) the MANAGEMENT may stipulate in such contract that any compensation which is in excess of the proper rates in Paragraph 27 of the Agreement may be credited by the MANAGEMENT to cover any compensation due such ARTIST as additional payments for rehearsals up to the total of such excess amount. If such additional payments shall be greater than the excess over the minimum compensation, the MANAGEMENT shall pay such additional compensation under the terms of the Agreement. Rehearsal week

compensation may not be credited over forty (40) hours per week or eight (8) hours per day.

(i) ARTIST shall present him/herself promptly for rehearsal and/or performance in a proper condition to fulfill his/her professional responsibilities.

(1) If ARTIST fails to appear on the first date of a contracted engagement, other than for reasons beyond ARTIST'S control, without receiving EMPLOYER'S permission, ARTIST shall be subject to a prorated reduction in pay.

(2) Working while intoxicated or under the influence of illegal substances may result in the cancellation of the contract.

(3) ARTIST shall respect all reasonable rules and regulations appropriate to the performance of operatic services, including care of costumes and props, attention to make-up and dress, and use of the physical property of the production and/or the theatre.

(4) ARTIST will wear all costumes and wigs as designed and as provided by MANAGEMENT. MANAGEMENT shall ensure that the costumes and/or wigs shall not subject the ARTIST to an unsafe situation and shall not unreasonably restrict the ARTIST'S ability to perform. Should an ARTIST consider a costume unreasonably immodest, said ARTIST may request a meeting with MANAGEMENT'S costume representative to reach a reasonable solution. Unless such requirement is noted on the ARTIST'S Standard Artist's Contract, no ARTIST shall be required to appear in the nude.

14. ASSIGNMENT OF ARTIST'S CONTRACT.

Executed Individual Artist's Contract may not be assigned or transferred unless the written consent of the ARTIST concerned, the MANAGEMENT and AGMA shall have been endorsed on the face of the contract or on the transfer of assignment thereof.

15. CONTRIBUTION TO MANAGEMENT FORBIDDEN.

The MANAGEMENT agrees that no ARTIST will be solicited or required to make any payments or contributions of any kind or nature whatsoever in order to acquire or continue engagement by the MANAGEMENT, or as a condition of acquiring or continuing such engagement or any preferment in such engagement, and the MANAGEMENT agrees that it will not accept or receive any such payments or contributions. MANAGEMENT may request an ARTIST to appear in a program for the benefit of The Santa Fe Opera without compensation provided the MANAGEMENT has obtained the approval of AGMA for such program.

16. AGREEMENT BINDING ON OTHER PARTIES.

This Agreement shall be known as the "Agreement between The American Guild of Musical Artists and The Santa Fe Opera" and shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales assignments, transfer, or the like, shall succeed to, or be entitled to, a substantial part of the business of any signatory; and MANAGEMENT agrees that its signature to this Agreement shall likewise bind any and all subsidiary companies engaged in the production or management of Opera, Concerts, Concert Revues, Ballet, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

17. DEFINITIONS.

Whenever used in this Agreement unless otherwise provided:

(a) PERFORMANCE WEEK - the term "performance week" shall mean seven (7) consecutive days commencing on any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which at least one (1) performance is given and during which there shall be one (1) Free Day.

(b) REHEARSAL WEEK - the term "rehearsal week" shall mean seven (7) consecutive days commencing on any day selected by MANAGEMENT and ending not later than the preceding day of the following week or weeks, during which no performances are given. A Free Day shall be included in each seven (7) consecutive day period.

(c) CITY OF ORIGINATION - the term "city of origination" shall mean the greater metropolitan area of the MANAGEMENT'S principal business location.

(d) ARTIST'S DOMICILE - the term "ARTIST'S domicile" shall mean within a 75-mile radius of the city of ARTIST'S current principal residence. If the "ARTIST'S domicile" is more than 55 miles from Santa Fe but less than 76 miles from Santa Fe, MANAGEMENT will provide ARTIST with the sum \$20.00 for round-trip travel expenses per service. In cases when two or more services are scheduled to begin on the same day MANAGEMENT will provide only \$20.00 round-trip travel expenses to the ARTIST for such day's services.

(e) FREE DAY - The term "Free Day" shall mean any of seven (7) days of a performance or rehearsal week commencing at 1:30 A.M., M.D.T. and ending at 9:30 A.M., M.D.T. the morning of the 2nd day, during which no travel, rehearsal, or performance may take place, unless additional compensation is paid as required by this Agreement. ARTISTS may not be required to rehearse or perform or travel for more than a total of ten (10) consecutive days without a Free Day, except in those cases when a Singer has arrived later than the contracted beginning rehearsal date, in which case said Singer may be required to work thirteen (13) consecutive days before a Free Day occurs.

(f) INDIVIDUAL ARTIST'S CONTRACT - this term or the terms "Standard Individual Contract" and "Standard Artist's Contract" shall mean the form attached hereto as "Exhibit A".

(g) CLASSIFICATION OF ROLES - the terms "leading roles", "featured roles", "supporting roles", and "solo bit roles" shall apply to ARTISTS engaged to perform such roles as found in "Classification of Roles", as found in "Schedule C", which shall apply to all productions. For new or obscure works not included in Exhibit "C", classification will be made by mutual consent between AGMA and the MANAGEMENT.

(h) ARTIST'S SERVICES - the term "ARTIST'S Services" shall mean any performances, rehearsals, and costume, wig, make-up, and photo calls.

18. PAYMENT TO ARTISTS.

(a) ARTIST engaged on a weekly basis shall be paid no later than the last day of each week of engagement.

(b) ARTISTS engaged on a per performance basis shall be paid no later than the beginning of each performance, unless otherwise agreed upon in ARTIST'S Individual Contract.

(c) Payments shall be made in cash or by company check in United States dollars, regardless of where performances take place. AGMA shall have the right to require that MANAGEMENT'S check be certified whenever it deems it to be necessary.

(d) ARTISTS shall be paid the first seven (7) days of the ARTISTS' per diem on the first Friday of engagement. The MANAGEMENT will be agreeable to advance funds to the ARTIST if necessary during the first week of the engagement. All non-resident ARTISTS contracted at minimum rates shall receive the equivalent of bus or airport limousine transportation expenses to and from the airport, bus terminal and railway stations upon submission of receipts.

(e) When MANAGEMENT provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirements herein by the daily payment of the following as an allowance for meals.

	As of	As of	As of	As of
	<u>9/1/99</u>	<u>9/1/00</u>	<u>9/1/01</u>	<u>9/1/02</u>
Meal Money	\$44.00	\$45.00	\$46.00	\$47.00

When MANAGEMENT provides ARTISTS with cash allowances to

defray a portion of the ARTIST'S lodging expenses or local ground transportation expenses these sums may be credited towards the per diem requirement as outlined in this Agreement.

19. TRANSPORTATION (Long Distance, for Engagement)

The MANAGEMENT agrees to furnish jet tourist cabin round trip transportation or its cash equivalent to each PRINCIPAL ARTIST it engages from point of origination of the ARTIST to Albuquerque, N.M. and return. ARTISTS will be picked up and taken to the airport in Albuquerque provided the MANAGEMENT is given the appropriate flight information one (1) week in advance of either arrival and/or departure.

Each Apprentice Artist shall receive a travel stipend based upon his/her own state of origination as follows:

Point of Origin	Travel Allowance***
Region I	\$ 100.00
Region II	275.00
Region III	300.00
Region IV	350.00
Region V	500.00
Region VI	675.00

***May be increased subject to new airline travel rates.

(See "Exhibit D"; Regional Map attached).

20. TRANSPORTATION (Local, during Engagement).

The MANAGEMENT agrees to make available transportation facilities for all Principal Artists at its own expense regularly twice a day between the theater and place of residence of the Principal Artist.

The MANAGEMENT agrees to compensate each "apprentice" Artist driver for the car pool the following amount per week for transporting himself/herself and other apprentices between the theater and places of residence on a regular basis twice a day.

	As of <u>9/1/99</u>	As of <u>9/1/00</u>	As of <u>9/1/01</u>	As of <u>9/1/02</u>
Local Transportation	\$21.00	\$22.00	\$23.00	\$24.00

21. TRANSPORTATION IN EVENT OF SICKNESS OF ARTIST.

(a) In the event that the ARTIST shall continue to be unable to perform services after the sick leave period referred to in Paragraph 36 of this Master Agreement, the MANAGEMENT shall return the ARTIST to his own domicile and shall provide the ARTIST with return transportation by the same means as provided for the ARTIST upon his arrival, and no further claim for payment under the ARTIST'S contract shall be due after departure because of such illness.

(b) It shall be the obligation of the MANAGEMENT to provide transportation to the place of performance for the ARTIST engaged to replace the ARTIST forced to cancel his/her contract, by the same means as provided the ARTIST who has been forced to cancel his/her contract, and to provide return transportation to the city of origination at the end of the engagement.

(c) The MANAGEMENT may request a certificate of a doctor as to the illness of the ARTIST and an examination by a doctor designated and paid for by the MANAGEMENT as a condition precedent to fulfilling the above clauses (a) and (b) of this Subparagraph.

22. CHANGE OF APPEARANCE NOTIFICATION.

MANAGEMENT may request appropriate appearance (such as the absence of facial hair) if notification is given at least six (6) weeks prior to the first rehearsal. The ARTIST must advise MANAGEMENT at least six (6) weeks in advance of the first rehearsal of any material change in the ARTIST'S physical appearance, such as loss or gain of weight, since the signing of the Individual Artist's Contract.

23. ADVANCE NOTIFICATION TO SOLO ARTISTS.

As appropriate, MANAGEMENT shall notify ARTIST of the language, translation, version, cuts, interpolations, dialogue additions, and/or deletions and cadenzas of each opera assigned at the time the Individual Artist's Contract is signed, or if not yet known, the MANAGEMENT shall provide the ARTIST with all information at least six (6) weeks prior to the first rehearsal of said opera. Failure to so notify shall result in the ARTIST and the MANAGEMENT mutually agreeing upon a version of the opera. This shall not apply to newly composed works or rare works.

24. ADVANCED NOTIFICATION TO AGMA OF AUDITIONS.

MANAGEMENT will give AGMA at least four (4) weeks' advance notification of open auditions for solo singers and where appointments may be made, if MANAGEMENT undertakes open auditions.

25. GENERAL WORKING CONDITIONS FOR ALL REHEARSAL WEEKS AND PERFORMANCE WEEKS AND SINGLE PERFORMANCE ENGAGEMENTS APPLICABLE TO ALL ARTISTS COVERED BY THIS AGREEMENT

(a) All Artists shall receive one (1) free day during each week during which there shall be no rehearsal or performance whatsoever. If any Artist performs an emergency rehearsal service which could not reasonably have been anticipated on his/her free day, double time rates, three hour minimum, will be paid over and above any other contractual compensation.

(b) No rehearsal shall end later than 12:30A.M., M.D.T., except dress rehearsals, which may last until 1:40A.M., M.D.T.

(c) The call for a dress rehearsal shall start one-half (1/2) hour prior to the call to report on stage and shall be included in computing the total hours or rehearsal permitted hereunder. In addition, one-half (1/2) hour following dismissal from the stage for the removal of costumes and make-up shall be computed as part of the free hours of rehearsal permitted.

(d) If a rehearsal is scheduled before 12:00 Noon, M.D.T., there must be a lapse of at least twelve (12) hours from the end of the previous day's rehearsal or performance.

(e) No rehearsal shall be scheduled before 9:30 A.M., M.D.T.

(f) The MANAGEMENT shall give a five (5) minute rest period within every hour of rehearsal time or a ten (10) minute rest period after one and one-half (1-1/2) hours of rehearsal time. Since the site of the theater and the site of the rehearsals are separated and it takes approximately five (5) minutes to walk from one of these sites to the other, an allowance of ten (10) minutes time will be provided whenever persons are scheduled for consecutive activities between the two sites. This allowance shall not be considered as part of the rest period(s).

(g) Cleanliness and Furnishing of Costumes.

(1) The MANAGEMENT agrees to supply each ARTIST with all costumes, wigs and shoes (except ordinary street shoes) and all special accessories required for his/her performances.

(2) Before the beginning of each opera season, the MANAGEMENT will check all costumes and wigs to be used by the ARTISTS for cleanliness, and:

(A) Wash all linens, stockings, tights, leotards, shirts, etc. (all washable items).

(B) Dry clean each complete set of costumes.

(C) Clean and dress all wigs prior to first use by an ARTIST.

(D) Wash tights, stockings and leotards to be used in performance prior to each performance, unless such items have been worn by the same ARTIST no more than once before.

(3) The MANAGEMENT shall clean all garments worn next to the body prior to their use by an ARTIST, except if such costume has been used by the same ARTIST no more than once before.

(4) The responsibility for the care of any costume or accessory while it is being worn by the ARTIST shall be upon the ARTIST, provided that the MANAGEMENT has complied with the terms set forth above regarding costumes unless damage is caused by problems with sets, props, or other personnel beyond the control of ARTIST.

(5) Any call for costume fittings, whether in the theater or away from the theater, shall be deemed to be computed as part of any rehearsal coverage, and not less than one-half (1/2) hour shall be computed, or whatever length of time is required for such fittings.

(h) Rehearsal, Dressing Room and Performance Facilities.

(1) In each theater where the ARTISTS shall perform there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities for both men and women.

(2) All rehearsal rooms shall be thoroughly cleaned.

(3) The stage shall be cleaned before each performance.

(4) After each setting of the stage, it shall be checked for loose nails, splinters and firmness of sets. The MANAGEMENT agrees to be responsible for such a check and shall instruct the proper persons to eliminate any hazards that may exist.

(5) The MANAGEMENT shall provide a facility for safekeeping of wallets and other valuables while ARTISTS are working in the Theater.

(i) Notice of Rehearsal Calls.

Notice of the call for the next succeeding rehearsal period shall be posted by 5:00 PM daily, unless Stage Director or Stage Manager has failed to inform the Rehearsal Department of their rehearsal plan for the succeeding day by 2:00

PM of the preceding day. The Rehearsal Department shall seek the scheduling information from the Stage Director or Stage Manager prior to 2:00 PM of the preceding day.

26. MINIMUM COMPENSATION - PRINCIPAL ARTISTS.

(a) SINGLE PERFORMANCE

The minimum compensation of ARTISTS engaged hereunder on a single performance basis shall be based upon the classification of roles, as agreed by the MANAGEMENT and AGMA and attached hereto as "Exhibit C", and shall be at no less than the following minimum compensation:

PER PERFORMANCE IN CITY OF ORIGINATION

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Leading Roles	\$545.90	\$562.28	\$584.77	\$611.09
Featured Roles	\$545.90	\$562.28	\$584.77	\$611.09
Supporting Roles	\$386.25	\$397.84	\$413.75	\$432.37
Solo Bit Roles	\$159.65	\$164.44	\$171.02	\$178.71
Per Diem	\$91.00	\$94.00	\$97.00	\$100.00

Full per diem payments for all single performance ARTISTS shall be made in addition to his/her performance compensation when the ARTIST is required to perform beyond the radius of the ARTIST'S domicile and is required to remain overnight

Artists engaged on a Per Performance basis shall be guaranteed no less than one (1) performance fee for each week of engagement. This guarantee does not apply to those ARTISTS who are domiciled less than seventy-six (76) miles from Santa Fe, NM.

(b) WEEKLY PERFORMANCE

(1) The minimum compensation for weekly engagements provided in the individual contracts between any PRINCIPAL and the MANAGEMENT shall be governed by the majority of the roles for which the PRINCIPAL is engaged, as set forth in the individual contract between the PRINCIPAL and the MANAGEMENT. Where the majority of the roles for which a PRINCIPAL is engaged are "leading roles", the

minimum compensation which he/she shall receive shall be the minimum set forth herein for leading singers, irrespective of the roles actually sung by the PRINCIPAL in any week or weeks. In the case of engagement on a weekly basis where the contract between the PRINCIPAL and the MANAGEMENT shall provide for compensation to the PRINCIPAL in a lesser amount than the amount set forth in this Agreement as the minimum compensation for leading singers and the majority of the roles sung by such PRINCIPAL in any week shall be leading roles (according to the classification mentioned above), then for such week the PRINCIPAL shall receive the minimum compensation for leading singers as set forth in this Agreement in lieu of the compensation provided for in his individual contract. Leading and featured roles shall be deemed leading roles for purposes of this paragraph.

(2) The minimum compensation of ARTISTS engaged on a weekly basis shall be as follows:

ORIGINATION	MINIMUM	WEEKLY	WAGES	IN	CITY	OF
	As of	As of	As of	As of		
	9/1/99	9/1/00	9/1/01	9/1/02		
Leading Roles	\$734.96	\$757.01	\$787.29	\$822.71		
Featured Roles	\$734.96	\$757.01	\$787.29	\$822.71		
Supporting Roles	\$611.82	\$630.17	\$655.38	\$684.87		
Solo Bit Roles	\$611.82	\$630.17	\$655.38	\$684.87		
Stage Director	\$1050.00	\$1100.00	\$1150.00	\$1200.00		
Stage Manager	\$925.00	\$975.00	\$1025.00	\$1075.00		
Ass't. St. Dir. & Mgr.	\$611.82	\$630.17	\$655.38	\$684.87		
Choreographer	\$611.82	\$630.17	\$655.38	\$684.87		
Per Diem	\$81.00	\$84.00	\$87.00	\$90.00		

Full per diem payments for all weekly ARTISTS shall be made in addition to his/her weekly compensation when the ARTIST is required to perform beyond the radius of the ARTIST'S domicile and is required to remain overnight.

(3) The maximum number of performances per week for above shall be three (3) for Leading Roles; four (4) for Featured Roles; six (6) for Supporting Roles;

six (6) for Solo Bit Roles; seven (7) for Stage Directors and Stage Managers; seven (7) for Assistant Stage Directors and Stage Managers; seven (7) for Choreographers.

(4) The MANAGEMENT may only engage a non-resident ARTIST under the weekly performance rates of this Agreement if he guarantees the ARTIST at least two (2) weeks of consecutive engagement at the minimum performance salary, as listed in Paragraph 26(b)(2) above.

(5) AGMA will require that all staging personnel listed in the program with the above mentioned credits be engaged upon AGMA Individual Artist Contracts.

(c) COMBINING OF ROLES

(1) When an ARTIST is engaged to perform two (2) roles in the same performance, other than two (2) solo bit roles, and that combination is not listed in Schedule C, then the combination of those two (2) roles should be considered to be equal to the next higher category of the higher of the two (2) roles if the roles are in separate categories, or the next higher category of the two (2) roles if the roles are in the same category, except when one of the roles is a Leading or Featured role in which case, each role shall be compensated separately. This does not apply to those multiple roles which traditionally have been performed by one (1) ARTIST.

(2) When an ARTIST is engaged to perform two (2) or more solo bit roles in the same performance, ARTIST will be paid at the applicable rate for each solo bit role performed.

(3) For any combination of roles not provided for herein, the minimum compensation of the ARTIST must be discussed with and approved by AGMA.

27. EXTRA PERFORMANCES AND SERVICES.

(a) If any ARTIST shall be required to take part in a greater number of performances in any one week than is provided herein; or if any Leading or Featured ARTIST is required to take part in two (2) performances in any one (1) day, such ARTIST shall be paid an additional compensation based upon a pro rata of his contractual compensation (exclusive of per diem) for each such additional performance.

(b) Any ARTIST who performs the services of Singer and Stage Director in the same opera production shall be compensated for such engagement by two distinct fees, in the appropriate category.

28. COMPENSATION FOR REHEARSALS FOR PRINCIPALS.

(a) REHEARSAL WEEKS.

(1) PRINCIPALS engaged upon a weekly basis to rehearse shall be

compensated at the following rates per week:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Leading Roles	\$734.96	\$757.01	\$787.29	\$822.71
Featured Roles	\$734.96	\$757.01	\$787.29	\$822.71
Supporting Roles	\$611.82	\$630.17	\$655.38	\$684.87
Solo Bit Roles	\$611.82	\$630.17	\$655.38	\$684.87
Stage Director	\$1050.00	\$1100.00	\$1150.00	\$1200.00
Stage Manager	\$925.00	\$975.00	\$1025.00	\$1075.00
Ass't. St. Dir. & Mgr.	\$611.82	\$630.17	\$655.38	\$684.87
Choreographer	\$611.82	\$630.17	\$655.38	\$684.87
Per Diem	\$81.00	\$84.00	\$87.00	\$90.00

Full per diem payments for each weekly ARTIST shall be made in addition to his/her weekly compensation when the ARTIST is required to rehearse beyond the radius of the ARTIST'S domicile and is required to remain overnight.

PRINCIPAL ARTISTS may not rehearse more than thirty (30) hours per week or more than six (6) hours per day during a six (6) day rehearsal week. If the weekly or daily hourly limitations of rehearsal are exceeded, the PRINCIPAL ARTIST shall be compensated for overtime at the following overtime rate:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

Such overtime compensation shall be computed in quarter (1/4) hour segments.

(b) PERFORMANCE WEEKS.

The MANAGEMENT may rehearse all PRINCIPALS, during performance weeks, under the following conditions:

(1) The MANAGEMENT may rehearse all PRINCIPALS not more than six (6) hours per week without any additional compensation during each performance week. The MANAGEMENT may use four (4) additional hours of rehearsal time for any ARTIST whose performances do not exceed four (4) and eight (8) hours of rehearsal for any ARTIST whose performances do not exceed two (2) as part of their ARTIST'S weekly compensation. For ARTIST performing Leading Roles, MANAGEMENT may have four (4) additional hours of rehearsals should the number of performances of leading roles not exceed two (2) and eight (8) additional hours of rehearsal should the number of performances of leading roles not exceed one (1) as part of the ARTIST'S weekly compensation. No rehearsals shall be scheduled within two (2) hours of any performance, except in emergency cases, on the day in which PRINCIPAL is required to perform.

(2) For all rehearsals scheduled over the hours permitted in (1) above, the ARTIST shall be compensated not less than the following rate per hour:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Hourly	\$19.11	\$19.68	\$20.47	\$21.39

PRINCIPAL ARTISTS may not rehearse more than thirty (30) hours per week or more than six (6) hours per day during a six (6) day performance week. If the weekly or daily hourly limitations of rehearsal are exceeded, the PRINCIPAL ARTIST shall be compensated for overtime at the following overtime rate:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

Such overtime compensation shall be computed in quarter (1/4) hour segments.

(3) ARTISTS singing Leading and Featured roles shall not be called for any rehearsal on a performance day, except in cases of emergency.

(c) REHEARSAL OF PRINCIPALS ON A SINGLE PERFORMANCE BASIS.

(1) PRINCIPALS engaged by the MANAGEMENT for a single performance may be required to rehearse not more than three (3) hours prior to each specific single performance of an opera production for which he/she is engaged as part of the ARTIST'S performance compensation.

In no event may any PRINCIPAL rehearse more than a total of six (6) hours per opera

production as part of the ARTIST'S performance compensation. For all rehearsals scheduled over the hours permitted in (1) above in this paragraph, the ARTIST shall be compensated not less than the following rate per hour:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Hourly	\$19.11	\$19.68	\$20.47	\$21.39

Such hourly compensation shall be computed in quarter (1/4) hour segments after a minimum call of one (1) hour.

PRINCIPAL ARTISTS may not rehearse more than thirty (30) hours per week or more than six (6) hours per day during a six (6) day rehearsal week. If the weekly or daily hourly limitations of rehearsal are exceeded, the PRINCIPAL ARTIST shall be compensated for overtime at the following overtime rate:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

(2) If a Per Performance PRINCIPAL is required to rehearse outside the city of origination and is required to remain overnight, the MANAGEMENT agrees to pay the ARTIST the following per diem:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Per Diem	\$91.00	\$94.00	\$97.00	\$100.00

The Per Diem shall be paid in addition to the ARTIST'S single performance compensation.

29. STAGE DIRECTORS, STAGE MANAGERS AND THEIR ASSISTANTS.

(a) Stage Directors, Stage Managers and their assistants shall be engaged on a weekly basis.

(b) WEEKLY PERFORMANCES.

(1) Rehearsal week for STAGE DIRECTORS, STAGE MANAGERS and their ASSISTANTS shall be defined as six (6) days prior to the first performance or seven (7) days including one (1) free day on which no rehearsal may be scheduled.

(A) Rehearsal week shall consist of thirty-six (36) hours. All additional hours shall be compensated at the following overtime rate per hour:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

Such overtime compensation shall be in addition to the weekly rehearsal compensation and computed in quarter (1/4) hour segments.

(B) STAGE DIRECTORS, STAGE MANAGERS and their ASSISTANTS shall not be required to work more than eight (8) hours in each day without the following additional overtime rate per hour:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

Such overtime compensation shall be in addition to the weekly contractual fee and computed in quarter (1/4) hour segments.

This fee shall also apply to any infringement on the twelve (12) hour gap and the Free Day.

This overtime rate shall also apply to performance weeks.

In recognition of the unique nature of their positions, STAGE DIRECTORS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities. This is not to relinquish the STAGE DIRECTORS' rights with regards to the other provisions of this Agreement including but not limited to Arbitration, Force Majeure, Health Insurance, and the like.

(C) STAGE DIRECTORS, STAGE MANAGERS and their ASSISTANTS are entitled to a full one (1) hour lunch break between a morning and an afternoon rehearsal, and/or a two (2) hour dinner break between an afternoon and an evening rehearsal. This shall also apply to performance weeks, in which case the word

"rehearsal" shall read "service or rehearsal".

(2) Performance weeks for STAGE DIRECTORS, STAGE MANAGERS and their ASSISTANTS shall consist of seven (7) performances or services and one (1) free day per week. Performances, Dress Rehearsals and Technical Rehearsals shall all count as services. In computing overtime hours these services shall count as not less than four (4) hours each.

(A) STAGE DIRECTORS, STAGE MANAGERS and their ASSISTANTS shall not be required to perform as a singer or supernumerary, except in cases of emergency, in which case he/she shall be paid the minimum performance fee of the performer he/she is replacing for each such performance in addition to his/her weekly compensation.

(3) AGMA and the MANAGEMENT agree that the minimum fee for STAGE MANAGERS shall be increased by an additional one hundred fifty dollars (\$150.00) per week commencing 9/1/99, one hundred and seventy dollars (\$170.00) per week commencing 9/1/00, one hundred and eighty-five dollars (\$185.00) per week commencing 9/1/01, and two hundred dollars (\$200.00) per week commencing 9/1/02 above the AGMA minimum which shall be in lieu of overtime compensation and the Free Day. In recognition of the unique nature of the positions, STAGE MANAGERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, MANAGEMENT shall assign only reasonable and industry-accepted hours and responsibilities. This is not to relinquish the STAGE MANAGERS' rights with regards to the other provisions of this Agreement including but not limited to Arbitration, Force Majeure, Health Insurance and the like.

(c) EQUIPMENT USAGE REIMBURSEMENT If MANAGEMENT were to request in writing that a STAGE DIRECTOR, CHOREOGRAPHER, STAGE MANAGER, ASSISTANT STAGE DIRECTOR, or ASSISTANT STAGE MANAGER use his/her personal computer, MANAGEMENT would pay fifty dollars (\$50.00) per week for such usage to the ARTIST. MANAGEMENT will not be responsible for the maintenance or care of such equipment, nor the first five hundred dollars (\$500.00) of insurable loss for each occurrence.

30. DANCERS

DANCERS shall be engaged either on a weekly basis or on a single performance basis and on the terms as hereinafter set forth.

(a) PERFORMANCE WEEKS

(1) COMPENSATION:

DANCERS may be engaged on a weekly basis to perform a maximum of seven (7) performances per week and shall be compensated as follows:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Weekly	\$585.04	\$602.59	\$626.69	\$654.90
Per Diem	\$81.00	\$84.00	\$87.00	\$90.00

Full per diem payments for all weekly ARTISTS shall be made in addition to their weekly compensation when the ARTISTS are required to perform beyond the radius of the ARTISTS' domicile and are required to remain overnight.

If the DANCER is required to perform in excess of seven (7) performances per week he/she shall be compensated for the additional performances upon a pro rata basis of the individual contractual compensation.

(2) REHEARSAL PROVISION

(A) DANCERS engaged on a weekly basis may rehearse no more than twelve (12) hours during a performance week. In weeks when DANCERS are not performing their allowable maximum of seven (7) performances per week, the MANAGEMENT may have additional uncompensated hours of rehearsal time as follows:

Four (4) additional uncompensated hours of rehearsal for any DANCER whose weekly performances do not exceed four (4); eight (8) additional uncompensated hours of rehearsal for any DANCER whose weekly performances do not exceed two (2).

For any rehearsal scheduled beyond these hours during any performance week, the MANAGEMENT shall pay the DANCER for such rehearsal, at the following rate per hour or fraction thereof:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Hourly	\$19.11	\$19.68	\$20.47	\$21.39

If a DANCER undertakes the duties of Dance Captain he/she shall be paid one hundred fifty dollars (\$150.00) per week commencing 9/1/99, one hundred and seventy dollars (\$170.00) per week commencing 9/1/00, one hundred and eighty-five dollars (\$185.00) per week commencing 9/1/01, and two hundred dollars (\$200.00) per week commencing 9/1/02 in addition to the compensation set forth above for the weeks in which such services are scheduled by the MANAGEMENT.

(B) No rehearsal shall be scheduled within two (2) hours

of any performance. No rehearsal shall be scheduled for less than two (2) hours. After the DANCER is dismissed from rehearsal he/she may not be recalled for further rehearsal on the same day earlier than one (1) hour from the time of such dismissal.

(3) FIGURANTES AND SUPERNUMERARIES.

DANCERS engaged on a weekly basis may be required to perform as figurantes or supernumeraries without additional compensation, but any performance in which a DANCER engaged on a weekly basis is required to take part as a figurante or supernumerary shall be considered a full performance service under his/her contract and shall apply against the maximum number of performances permitted for the week. If, during any performance, the DANCER is required to perform as a DANCER and also as figurante or supernumerary, such combined services shall be deemed to be one service.

(4) DANCER AS CHOREOGRAPHER.

Any DANCER who performs the services of a Choreographer in addition to that of a DANCER shall be paid both fees, either at weekly rate or the single performance rate, as the case may be.

(5) COSTUMES, WIGS, SHOES.

The MANAGEMENT agrees to supply the DANCER with costumes, wigs and shoes for all performances and rehearsals, except in the cases of a single performance, when the supplying of shoes shall not be mandatory. In case of an engagement for a series of single performances, for each six (6) performances, MANAGEMENT will furnish each DANCER with ballet slippers or appropriate shoes.

(6) ONE DAY OFF.

Upon application to the MANAGEMENT, a female dancer shall be excused for not less than one (1) full day during her menstrual period, which day shall be other than the "Free Day" of the DANCER and shall be in addition thereto.

(b) REHEARSAL WEEKS

(1) MINIMUM COMPENSATION.

Any DANCER engaged by the MANAGEMENT shall be compensated at the following rates:

	As of	As of	As of	As of
Weekly	\$585.04	\$602.59	\$626.69	\$654.90
Per Diem	\$81.00	\$84.00	\$87.00	\$90.00

Per Diem	\$81.00	\$84.00	\$87.00	\$90.00
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Full per diem payment for each weekly ARTIST shall be made in addition to his/her contractual compensation when the ARTIST is required to perform beyond the radius of the ARTIST'S domicile and is required to remain overnight.

(2) REHEARSAL HOURS AND REHEARSAL COMPENSATION.

During rehearsal weeks, the DANCER may be called upon to rehearse not more than thirty (30) hours per week and not more than five (5) hours per day. No rehearsal shall be called for less than two (2) hours, except in emergencies. If the DANCER is dismissed from rehearsal and is recalled for further rehearsal within one (1) hour of the time of such rehearsal, then such intervening time between dismissal and recall shall be counted as if the DANCER had rehearsed. If the DANCER is required to rehearse more than thirty (30) hours per week or more than five (5) hours in any one (1) day, he/she shall be paid not less than the following overtime rate per hour or fraction thereof:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Overtime	\$28.63	\$29.49	\$30.67	\$32.05

(c) DANCERS ON A SINGLE PERFORMANCE BASIS.

(1) COMPENSATION

Each DANCER shall be paid not less than the following per performance rate:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Per Performance	\$105.58	\$108.74	\$113.09	\$118.18
Per Diem	\$91.00	\$94.00	\$97.00	\$100.00

Full per diem payment for each single performance ARTIST shall be made in addition to the ARTIST'S contractual compensation when the ARTIST is required to perform 55 miles outside of the MANAGEMENT'S city of origination and is required to remain overnight.

(2) REHEARSAL.

Each DANCER shall be paid not less than the following rates for each hour of rehearsal or fraction thereof:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Hourly	\$19.11	\$19.68	\$20.47	\$21.39

Any rehearsal scheduled for a single performance shall be no less than two (2) hours in length.

(3) FIGURANTES AND SUPERNUMERARIES.

DANCERS engaged on a performance basis shall be paid twenty-five dollars (\$25.00) per performance as a figurante or supernumerary. If, during any performance, a DANCER engaged on a performance basis is required to perform as a DANCER and also as a figurante or supernumerary, then such DANCER shall be paid not less than fifteen dollars (\$15.00) as a fee in addition to his/her performance compensation as a DANCER.

31. APPRENTICE ARTISTS.

(a) COMPENSATION.

(1) APPRENTICE ARTISTS shall be compensated at the following weekly rates:

	As of	As of	As of	As of
1st Yr.	\$300.00	\$320.00	\$340.00	\$360.00
2nd Yr.	325.00	345.00	365.00	385.00

(2) Each APPRENTICE ARTIST may be required to perform in five (5) performances during a week as a CHORISTER. In addition, he/she may perform one (1) supporting or solo bit role, as well as cover two (2) other roles of the MANAGEMENT'S repertoire in one (1) week. All performances of leading, featured, supporting, or solo bit roles shall be compensated at the following rate per performance:

Leading/Featured	\$130.00	\$135.00	\$140.00	\$150.00
Supporting/Bit	45.00	48.00	51.00	55.00

There will be no averaging of any of the APPRENTICE ARTIST'S solo performances during the Opera season.

(b) CHANGE OF ASSIGNMENT

When an Apprentice Artist is assigned to perform or cover a role, and if the performance or cover is then assigned to someone else in mid-season, the APPRENTICE ARTIST shall be compensated in the amount he/she would have received under pro rata payments for said roles (as set forth in subparagraph (a)(2) above).

(c) REHEARSAL HOURS.

During MANAGEMENT'S twelve (12) week summer opera season, APPRENTICE ARTISTS may not rehearse more than six (6) hours per day and not more than thirty (30) hours per week in the first eight (8) weeks of the summer opera season. Any hours which exceed the above amounts shall be compensated at the following rate per hour. Such overtime compensation shall be computed in quarter (1/4) hour segments.

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
Hourly	\$19.11	\$19.68	\$20.47	\$21.39

During MANAGEMENT'S last four (4) weeks of summer opera season, APPRENTICE ARTISTS may not rehearse more than four (4) hours per day and not more than twenty-four (24) hours per week. Any hours which exceed the above amounts shall be compensated at the rate set forth in Paragraph 31(c). Overtime compensation shall be computed in quarter hour (1/4) segments. In addition, the MANAGEMENT may have credit for four (4) hours of additional rehearsal time without compensation if an Apprentice Artists performs less than four (4) times per week. These hours may not be cumulatively applied.

(d) No APPRENTICE ARTISTS shall be required to rehearse within a two (2) hour period preceding a performance, with the exception of normal brush-up and warm-up sessions.

(e) If an APPRENTICE ARTISTS is called upon to perform as a supernumerary in an opera in which he/she has no other performing assignments, he/she shall be compensated at the following rate per performance:

	As of 9/1/99	As of 9/1/00	As of 9/1/01	As of 9/1/02
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Supernumerary \$12.00 \$13.00 \$14.00 \$15.00

Such performances shall be considered a full performance service under his/her contract and shall apply against the maximum number of performances permitted for the week as set forth above.

(f) MANAGEMENT will exercise its best efforts to post APPRENTICE Showcase Scene assignments within one (1) week after the first performance of the Season.

32. HEALTH AND SAFETY

(a) Hazardous Conditions The AGMA Delegate or Representative shall have the right to bring matters of safety to the attention of MANAGEMENT. If the Delegate or Representative determines that a condition exists that poses a risk to the health or safety of any ARTIST, the Delegate or Representative is authorized to report such condition immediately to the Stage Manager and/or General Director or other person representing MANAGEMENT so that a break in professional services may be called, if necessary. If the hazardous condition continues to exist, MANAGEMENT shall suspend ARTISTS' services to the extent necessary until the hazard is abated. In the absence of the Delegate or Representative, any ARTISTS is entitled to report such conditions to the Stage Manager and/or General Director and to the AGMA National Office which shall be authorized to invoke the protections of this clause.

(b) Smoke and Fog There shall be no smoke or fog effect utilized except those generated by water vapor or dry ice, or other harmless technology currently or yet to be developed, the harmless nature of which shall be evident to AGMA. If MANAGEMENT wishes to generate smoke and/or fog by means other than water vapor, dry ice, or other approved harmless technology, MANAGEMENT may request approval by the AGMA Board of Governors, no less than one month prior to the proposed use of any smoke or fog effect, only if it can be determined that ARTISTS will not be adversely affected because of the chemical make-up, location, or frequency of use of the effect. Such approval shall not be unreasonably withheld. In the event that any smoke or fog effect is used without prior approval by AGMA, AGMA shall inform MANAGEMENT which shall cease the effect and eliminate the effect from the rehearsal or performance venue.

33. MILITARY SERVICE OF THE ARTIST

If an ARTIST is called to report to Military Service, the ARTIST may cancel his contract by giving the MANAGEMENT as much notice as the circumstances will permit, and the MANAGEMENT agrees to pay the ARTIST'S jet tourist cabin air fare to the place of origination of the company, or of the city where the ARTIST was engaged, if it is other than the city of origination, and the ARTIST shall not be obligated for the payment of the fare of his/her successor.

34. RECORDING, BROADCASTING, FILMING

MANAGEMENT agrees that it will not film, tape, broadcast, record, televise, (or utilize for same, media technology or technology yet to be developed), any rehearsals or performances in which ARTIST appears or in which ARTIST'S image, voice or likeness is represented without prior notification to ARTIST and specific written consent of AGMA for each such use.

Principal ARTISTS shall receive name credit in any audio or visual media product.

AGMA agrees to permit the specific activities described below and by signing the standard ARTIST'S contract form, the ARTIST shall have given his/her permission.

MANAGEMENT, AGMA and ARTIST agree that forty-eight (48) hours' advance notice of these activities shall be posted on the company bulletin board, except in the case of an opportunity which could not have been reasonably anticipated, in which case notice shall be given as soon as possible.

(a) BROADCASTS

MANAGEMENT may produce one live or one tape delayed local radio broadcast of each production, without additional compensation to ARTISTS, provided that no one else involved in the performance receives additional compensation.

(b) PUBLICITY, DEVELOPMENT, FUND-RAISING/PROMOTIONAL, OUTREACH and IN-SCHOOL EDUCATION.

MANAGEMENT may record (audio and/or video) excerpts of up to fifteen (15) minutes of any performance or rehearsal of a production or concert, from all of which excerpts a total of five (5) minutes or less may be aired with no additional compensation to the ARTISTS, featuring the activities of MANAGEMENT, the Santa Fe Opera Foundation, or the Guilds of the Santa Fe Opera, Inc., provided that no one else involved in the performance receives additional compensation and provided that MANAGEMENT shall retain the sole ownership and rights of use of such product, which rights shall not be sold, leased, or transferred to another entity.

(c) DOCUMENTARY

MANAGEMENT may film and/or record up to thirty (30) minutes of any performance or rehearsal from all of which excerpts a sum total of thirty (30) minutes may be included in a documentary without additional compensation to ARTISTS provided that no one else involved in the excerpts receive additional compensation. Such documentary may be broadcast within the state of New Mexico and may be shown to gatherings of persons within or without the state of New Mexico. If such documentary is broadcast without the state of New Mexico, not more than three (3) minutes sum total of performance and/or rehearsal excerpts shall be broadcast without

additional compensation to the ARTISTS negotiated with AGMA.

(d) ARCHIVAL/REFERENCE

MANAGEMENT may make audio and video tapes of dress rehearsals and performances solely for the use of archival and reference purposes, provided that such tapes shall remain at all times in the custody of MANAGEMENT. Archival or reference tapes may leave the custody of the MANAGEMENT for the sole purpose of viewing by a co-producer or renting company with the understanding that such tapes may not be duplicated and that a disclaimer shall appear on all tapes as follows:

This tape was created for the archival record of the physical production only and in no way is intended to represent the creative or artistic talents of the artists involved.

Should there be any release, distribution, sale or any other usage made of the archival or reference tapes, MANAGEMENT agrees to compensate all ARTISTS involved no less than the prevailing applicable minimums.

35. ENGAGEMENT OF ALIEN ARTISTS

All non-leading roles shall be assigned to American ARTISTS unless for extraordinary artistic reasons, the MANAGEMENT finds it necessary to assign such a role to a foreign ARTIST. The MANAGEMENT shall continue to have the right to engage foreign ARTISTS of proven distinguished merit and ability for leading roles. The term "foreign artist" as used herein shall mean only a non-resident alien. AGMA agrees that nationality or national origin shall not be a criterion for eligibility for membership in AGMA in the case of an ARTIST'S engagement, pursuant to the provisions of this paragraph. During a summer resident repertory opera season, a distinguished alien ARTIST shall be permitted to perform one (1) non-leading role, providing that the ARTIST is also engaged to perform as a Leading Singer and/or Stage Director during the opera season.

36. HOTEL RESERVATIONS

The MANAGEMENT shall be responsible for securing hotel reservations and shall furnish all ARTISTS a list of accommodations at different price ranges. Two (2) weeks prior to the first (1st) week of rehearsals or performance, whichever is earlier, the advance agent or company manager will submit to all ARTISTS of the company a list of available accommodations at the various price ranges. Within one (1) week thereafter, the ARTIST shall indicate his/her acceptance or his/her preference to arrange for accommodations. Unless the ARTIST notifies the company manager of his/her acceptance of such accommodations and the associated financial liabilities, the MANAGEMENT shall be relieved of further responsibility. If the ARTIST complied with this requirement and does not receive accommodations upon arrival, he shall not be required to rehearse or perform until such accommodations are forthcoming.

However, should circumstances beyond the control of the MANAGEMENT (such as a hotel confirming a reservation and its not being available upon arrival of the ARTIST) make it impossible for the MANAGEMENT to provide such accommodations, the ARTIST shall not avail himself/herself of such right.

37. SICK LEAVE

Any ARTIST engaged by the MANAGEMENT on a weekly basis shall be entitled to a maximum of fourteen (14) days continuous or non-continuous sick leave, with full pay, commencing with the first (1st) day of said sickness, provided that the ARTIST has been under contract to MANAGEMENT for three (3) consecutive months after the first service of the ARTIST'S engagement. Until three (3) consecutive months of employment shall have elapsed, but nevertheless commencing with the first (1st) day of the engagement, series of engagements or tour, each ARTIST shall receive paid sick leave which may be taken continuously or non-continuously, in accordance with the following schedule:

After two (2) weeks of continuous employment - one (1) day's sick leave;

After four (4) weeks of continuous employment - three (3) days' sick leave;

After six (6) weeks of continuous employment - five (5) days' sick leave;

After eight (8) weeks of continuous employment - seven (7) days' sick leave;

After ten (10) weeks of continuous employment - ten (10) days' sick leave.

The MANAGEMENT may investigate the illness of the ARTIST, and in such an event, the physician shall be provided by the MANAGEMENT.

38. ARBITRATION

(a) Every contract entered into between the MANAGEMENT and any ARTIST during the term of this Agreement shall be deemed to contain the following provision:

(1) "Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof, or the engagement of ARTIST hereunder, shall be

settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator or in default of such appointment, such arbitrator shall be named forthwith by the American Arbitration Association. The two (2) arbitrators so appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed shall be binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

(2) "In the event there is a controversy or claim involving the sum of FIVE HUNDRED (\$500.00) DOLLARS or less arising out of, or relating to this contract or the breach or interpretation thereof or the engagement of artists hereunder, it shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Either party may demand such arbitration in writing. The parties shall select a single arbitrator within a period of five (5) days thereafter from a panel submitted to them by the American Arbitration Association. In the event of a disagreement upon such arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award made by the arbitrator so appointed shall be binding upon both parties, and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction."

(3) Upon request of MANAGEMENT, AGMA agrees to aid in the enforcement of any arbitration award against its members by proper disciplinary action in accordance with the award, the AGMA Constitution and By-Laws, and applicable law.

(b) Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, or the engagement of any ARTIST hereunder, shall be settled by arbitration in the same manner as is provided in the quoted portions of section(a)(1) and (2)of this paragraph.

(c) All arbitrations between the MANAGEMENT and any ARTIST and/or between the MANAGEMENT and AGMA shall take place in New York City.

39. FORCE MAJEURE

It is agreed that if the MANAGEMENT cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, the MANAGEMENT shall notify the ARTIST thereof, in writing, and thereafter the ARTIST shall receive the per diem or hotel plus meal allowance, as appropriate, set forth herein for all days ARTIST is required to remain in the city of origination during force majeure and any added days because of a practical impossibility to leave such city and to return to ARTIST'S domicile. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the ARTIST, either party may terminate this contract and the MANAGEMENT will pay for all services rendered to date and for transportation back to the ARTIST'S domicile in the event the company is out of town at the time. The term "war" shall not include a war in which the United States of America is not a party, unless such a 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 the MANAGEMENT invoke the provisions of this paragraph because of the war, the MANAGEMENT agrees to give the ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such case, the paragraph shall apply only upon the expiration of such notice period.

40. TERM OF THIS AGREEMENT

The term of this Agreement shall commence on September 1, 1999 and shall terminate August 31, 2003, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to the minimums contained in such new Agreement as may be entered into between AGMA and the MANAGEMENT for the next succeeding seasons.

41. OBLIGATIONS OF SIGNATORIES

It is understood and agreed that JOHN O. CROSBY who is signing this Agreement on behalf of the MANAGEMENT as agent and representative of the MANAGEMENT hereby warrants and represents that he has the requisite authority as an agent and representative of the MANAGEMENT to sign this Agreement on behalf of, and to bind the MANAGEMENT.

42. AGREEMENT BINDING ON OTHER PARTIES

This Agreement shall be known as the AGREEMENT BETWEEN AGMA and THE SANTA FE OPERA and shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer, or the like, shall succeed to, or be entitled to, a substantial part of the business of any signatory; and MANAGEMENT agrees that its signature to this Agreement shall likewise bind any and all subsidiary companies engaged in the production or management of Opera, Concerts, Concert Revues, Ballet, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

43. SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement, and it shall not affect the validity of any other provisions thereof.

44. FAILURE TO INSIST UPON PERFORMANCE

The failure of AGMA, ARTIST or MANAGEMENT to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies they may have and shall not be deemed a waiver of any subsequent breach or default on the part of any party hereto.

45. POSTING OF MASTER AGREEMENT.

The MANAGEMENT agrees to post a notice on the Company Bulletin Board indicating that a copy of this AGREEMENT is available to any ARTIST for inspection and study either with the MANAGEMENT or with the AGMA delegate of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above set forth.

THE SANTA FE OPERA:
OF

By:

THE AMERICAN GUILD
MUSICAL ARTISTS

By:

John O. Crosby, General Director

Linda Mays, President

Date

Date

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Postal Address:

The Santa Fe Opera
P. O. Box 2408
Santa Fe, NM 87504