

IMPORTANT NOTICE REGARDING THE ATTACHED CONTRACT

The Houston Grand Opera recognizes the American Guild of Musical Artists (AGMA) as the exclusive bargaining agent for singers, dancers, choreographers, and stage directors, for Houston Grand Opera productions. Houston Grand Opera and AGMA have entered into a collective bargaining agreement which covers the wages, hours and terms and conditions of engagement of all such artists. That agreement provides for the Houston Grand Opera to deduct from your compensation union initiation fees, dues and any other payments as directed by AGMA if you make written assignment authorizing such deductions. Under the laws of Texas, however, you are not required to make such assignment or to be or to become a member of AGMA in order to be engaged by the Houston Grand Opera. The choice of authorizing deduction of union initiation fees, dues, and other payments, and the choice of becoming or remaining a member of AGMA, is solely yours. Houston Grand Opera has no position with respect to that choice and you are free to make such a written assignment, or to become or remain a member of AGMA, or not, as you choose.

If you wish to be considered a member of AGMA and authorize Houston Grand Opera to deduct from your compensation union initiation fees, dues, and any other payments, as directed by AGMA, you should sign all of the copies of the enclosed Standard Artist's Contract. In authorizing deductions, you are making a written assignment which is irrevocable for a period of one year and which is automatically renewed for successive periods of one year unless you revoke the written assignment by giving written notice to the Management and to 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 Master Agreement, whichever occurs sooner. Further information on the deductions to be made from your compensation may be obtained by contacting AGMA, P.O. Box 908, New York, NY 10108, telephone no. (212) 265-3687.

If you do not wish to be considered a member of AGMA or do not wish to authorize Houston Grand Opera to deduct from your compensation union initiation fees, dues, and other payments as set forth above and as directed by AGMA, you should amend the enclosed Standard Artist's Contract by striking one or both of the paragraphs indicated below, as appropriate:

- **Deduction Authorization, Paragraph 5**
- **AGMA Rules – Artist's Obligation to AGMA, Paragraph 8, second and third subparagraphs**

You should place your initials beside each deletion, and sign the contract.

Whether you choose to be a member or non-member of AGMA, you are nevertheless entitled to the wages and conditions of engagement contained in the agreement between the Houston Grand Opera and AGMA.

American Guild of Musical Artists, AFL-CIO

BRANCH OF ASSOCIATED ACTORS AND ARTISTES OF AMERICA

P.O. Box 908 • New York, NY 10108

(212) 265-3687

Houston Grand Opera Association, Inc.

WORTHAM THEATER CENTER • 510 PRESTON • HOUSTON, TEXAS 77002

(713) 546-0200

STANDARD ARTIST'S CONTRACT

EFFECTIVE AUGUST 1, 2022

Agreement made this 2nd day of September, 2022, by and between Houston Grand Opera Association, Inc., hereinafter referred to as "MANAGEMENT," and Greg Eldridge, of London, England hereinafter referred to as "ARTIST."

1. ENGAGEMENT. MANAGEMENT engages ARTIST to render services as follows

Table with 4 columns: PRODUCTION, ROLE, DATE OF FIRST REHEARSAL, PERFORMANCE DATE(S). Row 1: DON GIOVANNI (by W.A. Mozart), Revival Director, March 18 - April 19, 2024, N/A (Opening Night is April 19, 2024)

NUMBER OF PERFORMANCES: NUMBER OF WEEKS: 5

2. COMPENSATION shall be: \$18,000 US (Eighteen Thousand U.S. Dollars) total fee; \$n/a per performance; \$n/a per week; \$n/a per hour.

In addition, unless ARTIST is already covered by MANAGEMENT'S Health Plan, MANAGEMENT shall make a contribution to AGMA Health Plan B on behalf of ARTIST in accordance with the terms of its collective bargaining agreement with AGMA in effect at the time of performance.

3. PER DIEM/Other Expenses: MANAGEMENT will pay or provide total Per Diem/Meal Money/Housing Allowance of \$ 70 US (Seventy U.S. Dollars) per day in Houston and accommodations provided by HGO.

4. TRANSPORTATION. MANAGEMENT shall provide ARTIST'S round trip transportation from London (one round-trip coach-class airfare) to Houston and return.

NOTE: Per diem expenses and transportation shall not be included in determining gross compensation. The above compensation shall be "PAY OR PLAY" and be paid in United States currency (a) for an ARTIST engaged on a per performance basis, prior to the commencement of each single performance or (b) for an ARTIST engaged on a weekly basis, no later than Friday of each week of engagement. The engagement of the ARTIST shall be non-cancelable unless otherwise mutually agreed.

5. DEDUCTION AUTHORIZATION

There shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from ARTIST'S gross compensation except such taxes or withholdings as are required by statute or the Collective Bargaining Agreement (hereinafter referred to as "Agreement"), and except further that ARTIST hereby assigns to AGMA from gross 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 deduction of such amounts from ARTIST'S gross compensation and the remission of the same to AGMA.

To strike-out AGMA dues deduction authorization, check box and initial.

X

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6. NO WAIVER OR CHANGES ALLOWED--SCHEDULE "A"

(a) MANAGEMENT and ARTIST mutually agree that no riders, changes or alterations of this contract form shall be made or agreed to by either MANAGEMENT or the ARTIST without the written consent of AGMA, and MANAGEMENT further agrees that no such rider, change or alteration shall be required or deemed binding unless approved by AGMA as provided in the Agreement. It is agreed that the attached "Schedule A" has been approved by AGMA and is a integral part of this Contract.

(b) The acceptance by ARTIST of cash, checks or other forms of payments, or the deposit or the retention by ARTIST of cash, checks or other forms of payment, with or without notations on such checks that the same is in full payment or the like, shall in no way affect the right of ARTIST or of AGMA to insist upon full payment under this contract provided that MANAGEMENT shall not under any circumstances be required to make greater payments to ARTIST than are called for by this contract

IN WITNESS WHEREOF we have executed this contract as of the date first above set forth.

IMPORTANT NOTICE TO ARTISTS
All AGMA RULES which are in force at the time this contract is entered into are part hereof. ARTISTS should keep themselves advised of AGMA RULES and of the terms of the Agreement.
Check with AGMA before you sign this contract.
The attached "Schedule A" and the provisions on the reverse side of this Agreement are binding. Read all carefully before signing.

For MANAGEMENT:

Signature: _____

Khori Dastoor, General Director and CEO, or designee

For ARTIST:

Signature: _____

Greg Eldridge, greg@greg-eldridge.com

Social Security Number: 124758899

Artist's Address: greg@greg-eldridge.com
Artist's Email Address: +1 513 888 1636
Artist's Phone Number: +44 07511 802 766

7. SECURITY DEPOSIT OF BOND

Upon the request of AGMA, at least two (2) weeks prior to the commencement of any rehearsal or performance of the company or production hereinabove described, MANAGEMENT must deposit with AGMA a bond, cash or other security as provided in the Agreement.

8. AGMA RULES--ARTIST'S OBLIGATIONS TO AGMA

MANAGEMENT represents that a Collective Bargaining Agreement (hereinafter referred to as "Agreement") exists between AGMA and MANAGEMENT. All the provisions of such Agreement shall be deemed to be included in this contract as an integral part hereof. Should there be any inconsistency between this contract and the said Agreement, the said Agreement shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to ARTIST than the terms, compensation or conditions provided for in said Agreement.

Subject to applicable law and if required by the Collective Bargaining Agreement, if the ARTIST is not a member of AGMA in good standing or a non-member fee payor of AGMA in good standing, the Artist shall make application for membership no later than the thirtieth (30th) day following the beginning of employment and maintain such membership in good standing as a condition of employment.

The ARTIST and the MANAGEMENT further jointly and severally agree that ARTIST'S obligations hereunder are subject to ARTIST'S prior obligations to AGMA as a member thereof, and that ARTIST'S obligations hereunder are subject to the provisions of AGMA's Constitution, By-Laws and Rules and Regulations as they now exist or as they may hereafter be amended.

To strike-out obligations to AGMA, check box and initial.

X

9. RECORDING

Unless this Standard Artist's Contract provides otherwise, by signing this contract, ARTIST is agreeing to allow certain taping and recording of rehearsal and performance activities and release and distribution of such recordings in accordance with the minimum rates of the labor organization with jurisdiction over the release of distribution media. Please be certain you are familiar with the terms and conditions of the Basic Agreement and other agreements between AGMA and MANAGEMENT. If ARTIST has any questions, please call the AGMA national office at (212) 265-3687.

ARTISTS will be notified prior to any recording.

10. 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. ARTIST must advise MANAGEMENT at least six (6) weeks in advance of the first rehearsal of any significant change in ARTIST's physical appearance since the signing of this contract.

11. DISCRIMINATION AND SEGREGATION FORBIDDEN

As provided by law, MANAGEMENT and AGMA agree not to discriminate against any ARTIST in their general relationships because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality. MANAGEMENT and AGMA agree to prohibit sexual harassment.

MANAGEMENT and AGMA will not discriminate against any ARTIST in compensation, performances, or engagements because of ARTIST's activities on behalf of AGMA nor shall MANAGEMENT utilize a performance venue where MANAGEMENT is aware of invidious discrimination because of race, color, creed, sex, national origin, age, disability, sexual orientation, or nationality.

12. ARBITRATION

Any controversy or claims arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the provisions of the Collective Bargaining Agreement, and judgment upon the award rendered may be entered in the highest Court of the Forum, State or Federal, having jurisdiction.

13. EXPIRATION

Anything herein to the contrary notwithstanding, if during the term of this agreement, including any option, the MANAGEMENT's Master Agreement with AGMA shall expire and MANAGEMENT shall, prior to such expiration, fail to enter into contractual relations with AGMA for a new Agreement, and if as a result thereof, AGMA orders its members to refrain from working for MANAGEMENT, then the ARTIST shall not be deemed to have breached this agreement by refusing to render any services contracted for hereunder which occur or which may occur following the expiration of said Agreement.

14. LAWS GOVERNING

This Agreement and its attachments shall be subject to, and be construed by, and the right of all parties thereto shall be determined by the Laws in the State in which MANAGEMENT principally conducts business.

SCHEDULE "A"
(Schedule "A" shall be attached.)

OTHER TERMS AND CONDITIONS:

- **In signing this contract, Artist is committing to abide by HGO's general Workplace Safety Protocols, including vaccination policies, that are in place at the time of service under this contract. As soon as possible but no later than 7 days before Artist's first day of work, Artist agrees to provide HGO's Human Resources Department with proof of vaccination against COVID-19 and proof of booster (if eligible) against COVID-19 or a fully supported petition for exemption due to a qualifying disability or sincerely held religious belief. Failure to do so will mean that Artist has declined/withdrawn from the agreement.**
- **In addition to the other terms provided herein, HGO shall also provide Artist with reimbursement of out-of-pocket expenses incident to this engagement (including governmental visa processing fees and ground transportation) up to a total of \$1,500 US (One Thousand Five Hundred U.S. Dollars) upon submission of receipts.**

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HOUSTON GRAND OPERA SCHEDULE A

ARTIST or ARTIST's agent acting on ARTIST's behalf acknowledges and agrees to the following additional contractual clauses.

1. The offer put forth in this contract may be revoked by MANAGEMENT if the Standard Artist's Contract is not signed by ARTIST and returned to MANAGEMENT within thirty (30) days of date of issue.
2. ARTIST agrees to be in Houston prepared to commence rehearsal at 10:00 AM on the beginning date specified in the Standard Artists Contract. Late arrival for rehearsals is unacceptable, and deduction will consequently be made from ARTIST's total compensation at a rate of 5% per day.
3. ARTIST shall remain in Houston throughout the rehearsal and performance period except as specifically excused by MANAGEMENT in writing.
4. ARTIST, or an agent acting on ARTIST's behalf, shall furnish current photographs and biographical materials to MANAGEMENT within thirty (30) days of the date of the receipt of written "Request for Materials" from MANAGEMENT; otherwise, MANAGEMENT makes no guarantee that said current materials will appear in the house program.
5. Should ARTIST elect to have MANAGEMENT process his O-1 visa application, all visa materials must be provided to MANAGEMENT within thirty (30) days of the receipt of written "Request for Visa Supporting Materials" from MANAGEMENT. For such services, ARTIST will be charged the US Federal Government/INS processing fee at the applicable rate. The contract for this engagement is null and void should ARTIST be denied required visa or working permit.
6. By performing in the United States, ARTIST is liable for Federal income taxes and withholdings such as may be required by statutes of the United States Internal Revenue Service or other applicable US law. Currently the rate is 30% for artists who are not US citizens.
7. MANAGEMENT will make ARTIST's flight arrangements unless ARTIST specifically requests reimbursement upon arrival at the return of this signed Contract. MANAGEMENT reserves the right to obtain the least expensive air transportation available; if reimbursement of airfare is requested, MANAGEMENT will reimburse only on the basis of the least expensive flight available (unless otherwise stipulated in this Contract).
8. In the event ARTIST performs with another American opera producing organization(s) immediately prior to or immediately following this engagement, air travel expenses will be pro-rated with the other organization(s) involved.
9. MANAGEMENT is not responsible for providing ground transportation and/or airport transfers associated with this Contract. However, when ARTIST is receiving the minimum compensation contained in the Collective Bargaining Agreement between MANAGEMENT and AGMA, ARTIST shall receive the equivalent of bus or airport shuttle transportation expenses to and from the airport(s), bus terminal(s), or railway station(s) upon submission of receipts.
10. ARTISTS contracted on a weekly basis are paid at the end of each week. ARTISTS contracted on a per-performance basis are paid prior to each performance. No advances of performance or weekly compensation will be given either by cash or check. ARTIST must provide for personal cash needs prior to the issuance of ARTIST's first check.
11. When an ARTIST is receiving compensation in excess of the minimum compensation (overscale) contained in the Collective Bargaining Agreement between MANAGEMENT and AGMA, said overscale amount shall be applied against any otherwise required hourly overtime payment, except in instances of work required on a "Free Day".
12. During the term of this engagement, a leading or featured ARTIST shall not appear publicly in a professional capacity within a seventy-five mile radius of Houston without the written approval of MANAGEMENT.

Please find the anticipated breakdown of your negotiated fees below per the Collective Bargaining Agreement between Houston Grand Opera and the American Guild of Musical Artists.

PLEASE REVIEW & INITIAL TO ACKNOWLEDGE RECEIPT, AND RETURN WITH YOUR STANDARD ARTIST CONTRACT AND/OR ADDENDUM

Artist's Name: Greg Eldridge		Production: DON GIOVANNI
Role: Revival Director		Exhibit C Classification: n/a
ANTICIPATED PRINCIPAL ARTIST FEE BREAKDOWN		
Per Performance or Weekly Pay (Taxable Income)	Additional Income (Taxable)	Per Diem/Meal Money/ Housing/Transportation (Non- Taxable)
AGMA Minimum: \$ 13,051.85 <i>(AGMA minimum x total performances or weeks)</i>	Overtime Payments: \$ 0 <i>(overtime hours worked x overtime rate)</i>	Per Diem/Meal Money Total: \$ 2,450 and \$1,500 reimbursement <i>(Per Diem/Meal Money x number of days)</i>
Overscale: \$ 4,948.15 <i>(total compensation above minimum set forth above)</i>	Double Time Payments: \$ 0 <i>(free days worked x double time rate)</i>	Housing: \$ HGO provided
		Transportation: \$ HGO provided
Subtotal A: \$ 18,000	Subtotal B: \$ 0	Subtotal C: \$ 2,450 and housing, airfare, and \$1,500 reimbursement
Total: \$20,450 plus housing, airfare, and a \$1,500 reimbursable provision <i>(Subtotal A + Subtotal B + Subtotal C)</i>		
Employer Contribution to AGMA Health or Retirement Fund: \$450 <i>(Employer total Contributions to AGMA Retirement Fund)</i>		

I acknowledge receipt of the above breakdown of fees as a Principal Artist at Houston Grand Opera for the engagement listed above. I also acknowledge that the breakdown of fees are subject to change and will be adjusted should the terms of my engagement change.

THIS MUST BE INITIALED & RETURNED IN ORDER TO FULLY EXECUTE
STANDARD ARTIST CONTRACT

Artist's Initials: 

Date: 9/5/2022