

CONTRACTUAL GUIDE

To preparing and drafting an agreement between a
producer and a dancer

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PART 1 — INTRODUCTION

The Regroupement québécois de la danse's (RQD) Contractual Guide aims to facilitate and enrich relations between producers and dancers during contract negotiations. Developed in collaboration with multiple experts with the objective of improving working conditions for dance professionals, it includes a practical guide to initiating dialogue, a contract template, a glossary and several useful references.

PRESENTATION OF THE REGROUPEMENT QUÉBÉCOIS DE LA DANSE

The Regroupement québécois de la danse (RQD) brings together and represents individuals and professional dance organizations with the goal of promoting the advancement and recognition of choreographic art and helping improve working conditions in dance. [link: <https://www.quebecdanse.org/a-propos/presentation>]

ORIGINS OF THE CONTRACTUAL GUIDE

This guide was initially designed in conjunction with the Chantier des relations professionnelles, an RQD initiative that emerged from the 2011-2021 Master Plan for Professional Dance in Quebec. [link: <https://www.quebecdanse.org/en/about/master-plan/>]

In 2014 and 2015, the RQD held consultations with the dance community in order to identify the main concerns of dance professionals. A series of workshops with dancers, choreographers and directors, along with individual consultations, gave rise to the idea of creating a guide meant to facilitate dialogue and develop contracts, and it was easy to understand why: The contractual document crystallizes the working relationship, and the guide provides an ideal tool for supporting the Parties in their efforts to reach a mutually beneficial agreement.

UPDATING THE GUIDE

Given that its members first began using the guide five years ago, the RQD felt that the time was right to update it for the first time. Several professionals were consulted again to come up with this new version, which aims to continue reflecting professional practices and do more to take into consideration certain issues that have grown in importance in recent years. A few examples:

- > Harassment, rudeness or violence in the workplace
- > Recognition of diversity and inclusion
- > Crisis or force majeure situations
- > Atypical work environments
- > Eco-responsible practices

WHY USE THE GUIDE?

The need for written agreements to clarify the expectations and obligations of parties entering into a contractual relationship cannot be overstated. While a verbal agreement can hold contractual value, written agreements must be favoured, and the writing must be clear and account for the greatest possible number of contingencies. This document was designed in this spirit, to serve both as a guide and a practical tool that all Parties can use. The guide offers numerous advantages:

- > Recommends best practices based on various situations.
- > Lets users better navigate sensitive issues or issues about which they know little.
- > Promotes understanding of certain sections, with explanatory benchmarks and examples of more technical clauses.
- > Encourages dialogue in a spirit of transparency leading to a negotiated agreement.
- > Offers the opportunity to use a contract template as a point of departure, and to personalize the template based on the project and the people involved.

WHO CAN BENEFIT FROM THIS TOOL?

This guide applies specifically to the relationship between producer and dancer. However, the contract template, offered as a working tool, will not be suited to all situations, and in no way can it substitute for much more detailed collective agreements applicable to relations between Quebec dance companies and the Union des Artistes (UDA). Under certain conditions, any dance producer can contact the UDA if they wish to make use of one of these agreements.

The template and the other clauses it contains are intended to reflect current practices in dance and the attached conditions in their most ideal and respectful form. An imposed contract is seldom an ideal agreement, and it's important to emphasize that no document should be offered or signed without a minimum of dialogue undertaken beforehand by the Parties. This dialogue sets the tone for the relationship and allows each Party to share their expectations. The agreement eventually signed should reflect this initial exchange.

NOTE CONCERNING FEES

To compensate for the absence of strict guidelines concerning fees in this guide, users are invited to view existing resources, such as the UDA website, where all the collective agreements in dance and their respective fee structures are available for viewing. Another useful resource is the Professional Standards for Dance, produced by the Ontario chapter of the Canadian Alliance for Dance Artists (CADA). The fees outlined in the CADA document reflect a consensus specific to the Ontario dance community, but that consensus is also a benchmark for other regions of Canada. The section titled "Useful Resources/References" features links to these websites and offers other resources that may help establish pay scales.

About the disparity in fees in current collective agreements across the community: The RQD is not a union that represents or defends a trade vis-à-vis another trade, but rather a sectoral association that oversees the health of the entire dance ecosystem. In this regard, it can recommend best practices, but does not have the authority to impose them. Thus, the RQD cannot rule on minimum fees, and the fees set out in collective agreements are usually the fruit of discussions that reflect artistic contexts or productions specific to each company.

In a broader sense, certain types of projects, notably those that relate to dissemination on the Internet, are barely covered under these agreements. The same is true for issues related to copyrights and royalties.

By viewing the various resources mentioned above, consulting colleagues, and entering into direct dialogue with the other Party involved, users can succeed in agreeing upon the proper remuneration, based on the profile of the Parties, the production context, or any other factor likely to impact financial aspects.

PART 2 — GUIDE TO DIALOGUE

49 QUESTIONS TO FACILITATE DIALOGUE

Given that a conversation must take place **before** a contractual agreement is drafted and signed, the following guide deals with some of the most common subjects in the form of an interview. Some questions are aimed at better defining the spirit of the project, or the relationship between the Parties, while others are meant to lay the groundwork for highly specific aspects of the working relationship. Since every project is unique, the onus is on you to prepare for the meeting with the other Party by targeting or adding subjects based on their relevance.

The obvious goal is to foster a climate of trust and transparency so that the dialogue can be carried forward beyond the initial meeting and continue for the duration of the contractual relationship. In order to prevent unwanted surprises and allow the other Party to prepare, you may want to communicate your intention to use this guide. Draw on these questions as the basis for dialogue, and change or adapt them to your needs. The questions are grouped according to the following themes:

- ↳ THE PROJECT
- ↳ THE RELATIONSHIP THAT IS ESTABLISHED
- ↳ WORKING CONDITIONS
- ↳ REMUNERATION
- ↳ TOURING, RESIDENCIES AND WORKING ABROAD
- ↳ RESPECTING IMAGE USAGE RIGHTS, CONFIDENTIALITY AND REPUTATION
- ↳ THE CONTRACT
- ↳ POTENTIAL DISAGREEMENTS OR CONFLICTS
- ↳ OTHER SUBJECTS

Most questions can be formulated from the perspective of either one of the Parties. In general, they are aimed at another person, but they can also be used for self-questioning for purposes of better communicating the information to the other Party. If you believe certain subjects may be more delicate to address, mention it to the other person. In very specific cases, being accompanied during this dialogue may prove useful. Special attention can also be placed on the setting or the context in which these subjects are addressed.

THE PROJECT

1. What is the nature of the project, its genesis?

→ Theme, source of inspiration, implicit or explicit message, continuation of a previous project...

2. What type of project is it and what is its objective?

→ Research, creation, remount, activity or event in the public space, promotional showcase, tour, webcast, residency...

→ For purposes of experimentation or to ensure a more in-depth approach, definition of the artistic signature, social impact...

3. What is the scope of the project?

→ Short-term or long-term

→ Intimate spaces, local, national or international in scale...

4. What are the expected, probable and desired outcomes?

→ Another research phase, production, remount, tour, videodance...

5. Who are the main people involved in or associated with the project?

→ Dancers, rehearsal directors, designers, presenters, coproducers...

→ Previous collaboration with some of these people...

→ Type of group chemistry desired...

6. How is the project being financed?

→ Fellowship, project grant, operating grant, coproduction, crowdfunding...

→ Results pending or results already known...

7. What happens if the project is not funded in full?

→ Changes to the project or contract, decision-making deadlines...

THE RELATIONSHIP ESTABLISHED

8. Why work together?

→ What is the goal? Experience, style, essence, technical mastery, capacity to adapt, involvement, maturity...

→ Contribution of a particular know-how, a specific cultural heritage, body diversity, a plurality of viewpoints...

9. What is the duration of the involvement?

→ Trial period, the entire project, or part of it...

10. How are we going to work together?

- Improvisation, adaptation of an existing role, viewing video sequences...
- Creative process to be specified at a subsequent time, capacity to deal with the vicissitudes and the uncertainty of a fluid creative process...
- Decision-making approach: unilateral, by consensus...

11. What type of contribution is expected in the creative work?

- Significant contribution to creation, interpretation, execution, collective work, co-creation...

12. How will this contribution be recognized, valued or credited?

- Promotional documents, special remuneration, credits in the event of a remount ...

13. What values and/or principles are essential or non-negotiable in your view?

- Eco-responsibility, respect, inclusion, smartphone-free zone ...
- Positive past experiences we wish to repeat, or negative experiences we wish to avoid in the future...
- Words, names, pronouns, themes and behaviours to discuss, favour, avoid...

WORKING CONDITIONS

14. When will the project take place, and at what work pace?

- Start date, project completion date, phases, breaks in the calendar, vacations...
- Work schedule: planning method, fixed schedule already known and established in accordance with the artist's constraints and limitations, duration of rehearsals, breaks...

15. Where will the work be done?

- Studios, performance halls, outdoor spaces, other...
- Safety of the premises, privacy, lockers, showers...
- Specific facilities, universal accessibility or not...

16. Is the plan to broadcast the work on the Internet or on other digital platforms?

- Simultaneous or deferred broadcast...
- Nature of the platforms or media targeted, identity of the television or webcast partners...
- Fees, royalties set out in the same contract, in a separate agreement or with a separate partner...

17. Will accommodations be made to ensure a work-life balance?

- Particular situations, such as disease or the death of a loved one, a pregnancy or miscarriage, religious obligations...

- Return and reintegration, guaranteed or not, into the group after an absence, presence of an understudy...
- Option of paid absence days or resumption of work at a subsequent time...

18. Who will provide the costumes, makeup, footwear?

- The production, each artist, maintenance and cleaning of costumes, compensation...
- Hairdressing, dyeing or specific hairstyle...

19. Will the show feature nudity?

- Partial, complete, duration, conditions, reasons, objections...
- Interactions, gestures or movements that are intimate in nature or sexually implicit or explicit...
- Special treatment of this nudity in promotions or during digital broadcasts...

20. When entering the performance hall, are there planned warm-up periods?

- Minimum duration, minimum conditions, alternative space if the stage is occupied...

21. How will the special conditions required for site specific or outdoor projects be handled?

- Presence of a crowd, bad weather (intense heat or cold, rain, snow, etc.), irregular dance surfaces (concrete, grass, gravel, etc.)...
- Show cancellation or postponement conditions...

22. Will the project entail “extraordinary risks” on a physical level?

- Special scenography, condensed calendar, atypical rehearsal or performance schedule, demanding work, multiple lifts...
- Prevention measures, preparation required, special training offered, specific warm-up...

23. What happens in the event of an injury?

- Is the company or the choreographer registered with the CNESST?
- Obligation to register, registration deadline...
- Procedures in case of injury, claims, return to work...

24. What happens in the event of a pregnancy, illness or other significant circumstances?

- Incapacity, short- or long-term illness...
- Situations involving a loved one...
- Adaptation of the work, postponement, reintegration...

REMUNERATION

25. What are the main conditions of remuneration?

- Hourly wage, weekly, pay per performance, overall fee

- Method used to establish remuneration, based on what schedule or rationale, negotiable or non-negotiable, grounds...
- Frequency of payments, conditions (cheque, cash, e-transfer), by whom?

26. What aspects of remuneration are guaranteed?

- Number of work hours, shows, cities on tour...
- Situations involving force majeure, cancellation, postponement ...

27. Are copyrights or royalties included?

- Method of calculation (fixed, percentage, mixed, etc.)
- Contingency plan if the artist is not part of a remount, or was involved in the creative process but cannot guarantee the performances (pregnancy, parental responsibilities, other personal obstacle)...

28. Will there be other activities in connection with the production, and will they be paid activities?

- Viewing videos outside rehearsal times, video recordings, photo shoots, costume fittings, makeup or hairstyle tests, cultural mediation activities, teaching...
- Warm-up periods included or not in rehearsal times...
- Recognition of administrative work (internal communications, emails, invoices and production scheduling): method of recognition, financial compensation, etc.
- Included in the same contract or in a separate agreement...

29. How will remuneration in connection with digital broadcasts be handled?

- Types of usage rights involved: broadcast rights (live projects), copyrights, residual rights, royalties, remount rights, licencing or transfer of ownership of rights...
- Type of broadcast and platform, term of agreement, territory...
- Person or organization responsible for protecting or monitoring rights...

TOURS, RESIDENCIES AND WORK ABROAD

30. What will the travel conditions be?

- Type and duration of travel, means of transportation, schedules, rest periods...
- Carbon neutrality or possible compensation...

31. Will there be breaks or interim periods between shows on tour?

- Number and duration, compensation, other activities...
- Freedom of movement, option of taking a personal trip during an interim period...

32. What type of lodging conditions will be offered during the tour or the residency?

- Requirements, type of lodging, room, bed, single or double occupancy, reservations, payments...
- Option of sharing the room with a person not involved in the tour, e.g., a spouse, family member, infant, child, sitter...

33. How will per diems be calculated?

- Per meal, per day, minimum distances, meals provided, installments, currency...

34. Who will be in charge of travel and lodging logistics?

- Tour manager
- Tour handbook, contents, distribution deadline...
- Option of postponing the return trip to take a personal trip, conditions, prior notice, financial responsibility...

35. What visas, work permits and documents will be required?

- Citizenship, valid passport, proof of vaccination, prohibition on stays in certain countries...
- Responsibility for submitting visa applications and work permits here and elsewhere...
- Insurance coverage in case of injury...

36. What is the contingency plan in the event of a force majeure, illness or injury while on tour?

- Cancellation of activities or unscheduled wait, repatriation, responsibilities, costs incurred...
- Travel insurance: type, term, shared costs if personal activities are planned...

37. What specific activities are planned during the residency?

- Public presentation, discussions, interviews, classes, workshops...

RESPECT FOR IMAGE USAGE RIGHTS, CONFIDENTIALITY AND REPUTATION

38. For what purpose will photos of the artists on stage be used, and under what conditions will they be shared?

- Archives, promotion (posters, ads, etc.), website, social media...
- Right of acceptance/refusal, nudity or not, limited usage period or not...
- Withdrawal of the project, or changes in the cast...

39. For what purpose will video recordings be used, and under what conditions will they be shared?

- Archives only, public promotion, presenters, funders...
- Excerpts only (maximum duration), full show (limited access or not), non-commercial use only, renegotiation in the event of a change in usage...
- Withdrawal of the project, or changes in the cast...

40. How will privileged information in connection with this project and the working relationship be handled?

- Confidentiality concerning project development, dissemination, evolution, loyalty, discretion in regards to the project, the team, the company...
- Confidential handling of all personal data...
- Use of social media, code of conduct (photos during work or on tour), limits, responsibilities...

THE CONTRACT

41. Who is in charge of drafting the contract?

- One of the people taking part in this dialogue, a third Party, conditions applicable to transferring the outcome of this discussion...

42. What contract model will be adopted, and what will it contain?

- A custom contract, a model attached to a UDA collective agreement, the RQD template, a different model...
- Structure of the contract, personal information required, main headings, appendices...
- The contract will apply to only part of the project or to the entire process...

43. When will the final schedules be established?

- Deadline, flexibility, discussion with other stakeholders required...

44. How will the artist's other engagements be taken into account?

- Priorities, types of projects (teaching, classes), possible scheduling conflicts...
- Work-life balance: childcare, senior parents, other obligations, or extraordinary situations mentioned above...

45. Who will act as the contact persons for this contract?

- Dancer, choreographer, director, administrative agent, artist agent, other person...

46. As a self-employed worker, is the dancer registered to collect GST and QST?

- Yes or no, intends to register, registration timeframe...

POTENTIAL DISAGREEMENTS OR CONFLICTS

47. How will any work disagreements be resolved?

- With assistance from other artistic or administrative actors, internally, with representatives of the dancers, third-Party mediation, arbitration...

48. How will situations involving rudeness or psychological or sexual harassment, and any related complaints or allegations, be handled?

- Existence or absence of a policy on psychological or sexual harassment in the workplace, and complaint procedure or policy aimed at promoting civility and preventing harassment...
- Neutral Parties jointly designated to hear the allegations, common definition of what constitutes a safe space for dealing with sensitive issues...
- Method of processing files, internal or external resource...

OTHER SUBJECTS

49. Are there other subjects that you would like to address together?

- Other relevant subjects, other concerns, other people to involve, documents to share...

PART 3 — CONTRACT TEMPLATE

INSTRUCTIONS

Drafting a contract is no easy task, especially when you're starting with a blank slate. Our template aims to provide an initial structure that can be used to set out the different elements of your agreement. As with the Guide to Dialogue, it is not necessary to include all the clauses in your written agreement, but only those that relate to the nature or scope of your project. The template is meant to serve as a tool with headings that can be adapted to your needs. In all cases, it's important to remember that the two essential qualities of a contractual agreement are clarity and accuracy.

To guide you, we've included instructions, along with more detailed notes. **The latter have an orange font.** Some of these notes suggest typical formulations for certain clauses that are legal in character. **These formulations have a blue font.** As they are sometimes more technical, please make sure that you understand them well if you choose to include them in full.

If certain concern internal policies or other information that is too weighty to include in the body of the contract, add a reference for them in the appendix. Their legal value will not be diminished if they are initialized by all the Parties.

Once the document has been drafted in full, have someone with legal expertise or extensive experience with contracts read through it.

Even if you believe that the contractual agreement you intend to propose perfectly reflects the nature of your prior discussions, send the other Party a draft of the contract, then take the time to review the document together in full to ensure that you have a shared understanding of what is written.

Again, it bears recalling that an imposed contract is seldom an ideal agreement, and that no document should be proposed or signed before a minimum dialogue as been established between the Parties.

TEMPLATE FOR A CONTRACT

AGREEMENT BETWEEN:

NAME OF PRODUCER

[The producer may be a legally constituted company, a sole proprietorship, or a person.]

Address

City — Province — Postal code

Telephone number:

Email:

NEQ: *[Quebec enterprise number (NEQ), if applicable.]*

Represented by: *[Name of representative]*

hereafter referred to as the PRODUCER

AND

FIRST AND LAST NAME OF THE ARTIST

Address

City — Province — Postal code

Telephone number:

Email:

SIN:

GST/QST: *[If the artist is registered to charge taxes, he or she must provide their GST/QST numbers. In this case, the social insurance number (SIN) is not required.]*

Hereafter referred to as the ARTIST

[The preamble below aims to briefly present the identity of the Parties and the main object of the agreement between them. It can set out certain key words or concepts in the agreement, which are then used in the body of the contract. The co-contractors can choose to include the preamble (or not) in the terms of the contract, depending on the circumstances, the vocabulary used, etc. For the purposes of this template, the preamble is an integral part of the contract.]

WHEREAS the PRODUCER wishes to retain the professional services of the ARTIST, within the framework of:

[The object is to specify the general nature of the project. For example: A research project in dance not necessarily leading to the creation of a new work, a creative project, a production, a remount, a tour, an activity or event in the public space, etc. One or more of these options may be described.]

the work entitled

[enter the title here, if applicable.] hereafter referred to as the “production” or the “work”;

WHEREAS the Parties wish to confirm their agreement in writing and

WHEREAS the Parties have the capacity and the quality to exercise all the rights required for the making and execution of the agreement evidenced in this contract;

WHEREAS the Parties undertake to maintain a work environment based on respect and free of violence;

THE PARTIES AGREE AS FOLLOWS:

1. Object of the contract

[Specify the primary context of the agreement.]

1.1. The producer retains the services of the artist for:

- A research period. *[If it is understood that the contribution will be limited to the research process, it may be wise to reiterate that so as not to create false expectations.]*
- The creation, then presentation, of a new choreographic work.

- A remount or a tour.

1.2. Nature of the work

1.2.1. Research and creation of a role

- *[Describe the work dynamic, if required: executing, performing, improvising, etc.]*
- *[Specify if there is participation in the creation (in the sense of a co-creation credit. Estimate a percentage of participation, or specify if that will be determined at a subsequent time).]*

1.2.2. Remount of a role created by another person

- *[How will the role be transferred? Video viewing, in person, etc.]*

1.3. Duration of the agreement

1.3.1. This agreement begins on [date] and ends on [date].

1.3.2. Detailed work schedule

*[The detailed work schedule can be included here; otherwise include it in the **appendix** and add the following mention.]*

Please see the detailed work schedule in Appendix I.

[If the detailed work schedule is not known on signing, provide a deadline.]

A copy of the detailed work schedule will be sent to the artist by no later than [date]
—.

2. Remuneration and other financial provisions

2.1. Guaranteed fees *[This section should specify the type of remuneration (hourly, weekly, overtime, public holidays, etc.) and the applicable activity fees.]*

2.1.1. Rehearsals *[Number of guaranteed hours and rate. Indicate the hourly rate, if applicable. Sometimes there is a distinction between the research context and the rehearsal context.]*

2.1.2. Shows *[Number of guaranteed shows and rate per show. It's important to specify that the number of rehearsal hours includes performance days, and even to distinguish the premiere from subsequent shows, if applicable.]*

2.1.3. Other production activities

[Provide details on related activities and specify the method and level of remuneration, if applicable. The reference value is often the rate for rehearsal hours.]

- Participation by recording *[Above and beyond the hours reserved for audio or video recording of a sequence that may be presented during a show, it may be useful to specify what happens in the event that the artist does not participate or no longer participates in the stage production.]*
- Costume fittings, makeup tests, hair *[In general, these activities are paid by the hour (at the rate for rehearsal hours), unless they take place during planned work schedules, e.g., a fitting during a rehearsal.]*
- Photo shoots *[In rehearsal or outside rehearsal. Specify the applicable fee.]*
- Video recording *[Specify the recording context: planned rehearsal or performance. Or additional period. Specify the applicable rate.]*
- Media interviews, promotional activities *[Included or not, limits.]*
- Participation in Q&A activities with audiences after shows *[Included or not, maximum duration, if applicable.]*
- Other possible activities in conjunction with the production *[May be included in the contract or subject to a separate agreement.]*

[Template for a contract between a producer and a dancer — Not to be used as is]

- Technical classes or trainings *[Included or reimbursed, if applicable.]*
 - Teaching classes or holding workshops *[Rate, if applicable.]*
 - Other cultural mediation activities *[Specify the type and rate.]*
 - Administration fees *[Some contracts call for specific remuneration for administrative work during a production: internal communications, emails, invoices and schedule planning in connection with the production. This compensates in part for the artist's "invisible" work.]*
- 2.1.4. Benefits *[Some producers opt to include benefits in the remuneration of artists, such as vacation pay or a contribution to an artist's pension fund. These sums generally come in the form of a percentage of the total fees and are paid at the same time as the fees.]*
- 2.2. Costs related to outings and tours
- 2.2.1. *[A preamble, in this case, can serve to define the distances or the contexts in which travel is required or meal costs are covered. Minimum distances. Hours.]*
- 2.2.2. Travel *[Included or reimbursed]*
- 2.2.3. Meals *[Per diem: Fee calculated per meal or per day.]*
- 2.2.4. Lodging *[Included or reimbursed, minimum or desired conditions, e.g., single or double occupancy.]*
- 2.2.5. Waiting days *[Applies to days on tour when no performances or rehearsals are scheduled. Specify the compensation, if applicable.]*
- 2.3. Residual rights or other rights *[Rate. If relevant to the nature of the work expected. May be stipulated with a fixed amount or in the form of a percentage of the original fee.]*
- 2.4. Terms of payment
- 2.4.1. Payment schedule *[Specify the dates or periods. Distinguish between fees and touring fees.]*
- 2.4.2. Type of payment *[Cheque, electronic transfer, other provisions]*
- 2.4.3. Payments specific to touring
- Calendar, frequency *[Prior to departure, on-site]*
 - Conversion/type of currency, if applicable
- 3. Credits and recognition**
- 3.1. Specific wording *[Terms used for credits in the program and other promotional documents. Must be consistent with the section entitled Nature of the Work: dancer, performer, collaboration on the creation, etc.]*
- 3.2. Posters, program, photos, other communications *[Mention of the artist]*
- 3.3. Remount or transfer of the role *[Conditions in the event that participation in the production ceases.]*
- 3.4. Intellectual property *[Declaration that reflects the nature of the prior agreement]*

4. Working conditions

4.1. Working hours

- 4.1.1. Maximum *[What is the maximum number of work hours per day or per week? Are there exceptions? For example, the urgent replacement of a dancer.]*
- 4.1.2. Guarantees *[In the event of cancellation, postponement, etc., specify which sums are still paid.]*
- 4.1.3. Specific situation *[Illness, injury, mourning, pregnancy, miscarriage, etc. Specify whether the artist will be given time. Specify what the plan is in the event of an absence and a subsequent return to work. Reintegration conditions. Maintenance of role. Use of an understudy, if applicable.]*

4.2. Breaks and meal times *[Fixed or flexible periods]*

4.3. Travel time *[Holidays, rest periods, interim periods. See Remuneration]*

4.4. Warmup periods *[In conjunction with rehearsals or shows]*

4.5. Nudity *[Must be mentioned in the Nature of the Work section and must specify the right of acceptance/refusal in a promotional context, exclusions, adaptations for promotional photos or recordings, stages of consent, etc.]*

4.6. Work-life balance *[If relevant or desired: maximum rehearsal times, procedure in the event of a family illness, etc.]*

4.7. Stays abroad or foreign dancers

- 4.7.1. Passport, visas, permits, proof of vaccination *[Distribution of responsibilities]*
- 4.7.2. Supplementary insurance *[Responsibilities and costs]*
- 4.7.3. Tour handbook *[Submission deadline]*

5. Promotion, advertising, archives

5.1. Image usage rights *[Artist's consent, with an attached term and context]*

5.2. Self-promotion *[Duration of sequences permitted, time period]*

5.3. Photography *[Controlled context, with a professional. Or not controlled, e.g., site specific, when photos may be taken by members of the public]*

5.4. Documentation and archives *[Definition, permission]*

6. Health and safety

6.1. Extraordinary risk *[See proposed definition in the glossary.]*

6.2. Environment

6.2.1. Surfaces, minimum and maximum ambient temperature *[Specify]*

6.2.2. Specific contexts *(e.g., site specific)* and adaptation conditions *[Footwear, clothing, statement to the effect that the choreographic work will take them into account or will be adapted accordingly.]*

6.3. Declaration concerning the reciprocal desire to maintain a healthy work environment *[Good faith, dialogue, etc.]*

6.4. CNESST

6.4.1. Registration of the producer *[Declaration stating that the producer is registered with the CNESST. It's mandatory!]*

6.4.2. Mandatory declaration of accidents *[The artist undertakes to declare any accident that occurs within the framework of the contract.]*

6.4.3. Support for the employer *[Declaration of solidarity on the part of the producer, stating their intention to support and facilitate the artist's dealings with the CNESST, in the event of an accident or an injury.]*

7. End and termination of the contract *[Special attention must be paid to drafting the following clauses, as they are likely to serve as conflict resolution guides, including before courts.]*

7.1. Illness, accident *[Sample clause: "In the event that the artist does not honour their contract in conjunction with a rehearsal or a show due to an illness or an accident, the producer shall pay the artist a fee equivalent to the value of the services rendered up to then. If the fee paid exceeds the value of the services rendered, except in the case of an injury or an accident covered by the CNESST, the artist shall reimburse the equivalent amount to the producer. In the event of a work accident, the producer shall comply with CNESST regulations." Some contracts stipulate the conditions for a return to work and the artist's right to resume their role.]*

7.2. Serious misconduct *[Define what may constitute serious misconduct. UDA collective agreements can serve as examples.]*

7.3. Damages and compensation *[Following the notice of non-compliance with the contract and its eventual termination, this clause can specify a maximum limit for the damages that can be claimed. For example, the value of the contract.]*

7.4. Force majeure *[This clause protects the Parties in case of unforeseeable events or events beyond their control. Sample clause concerning a force majeure: "The Parties present acknowledge that if either Party is prevented from meeting one of the obligations subsequent to a strike, riot, popular uprising, epidemic, state of war or emergency, disaster, fortuitous event, or any other cause beyond the control of the Parties, the non-performance of such obligations shall not constitute a defect under the terms of this AGREEMENT and, consequently, the Parties shall not be able to hold one another liable for any damages whatsoever, and they will be mutually relieved of the obligations contracted herein, including the payment of the fee, with the exception of sums already paid before to the date of issuance of the written notice by one of the Parties in connection with the state of force majeure." It is important to emphasize that in cases involving public health restrictions in connection with a COVID-19 pandemic, several situations are no longer deemed to be a case of force majeure because these risks are now largely known. In such cases, it would be wise to come to an agreement and to specify what is applicable.]*

8. Final provisions *[As with the previous section, special attention must be paid to drafting these clauses, since they are likely to serve as a conflict resolution guide, including before courts.]*

8.1. Notice *[Serves to specify the "official" mode of communication between the Parties: email or postal mail. Sample notice clause: "Any notice intended for a Party will be deemed to have been validly given if it is in writing and sent by registered or certified mail, by a bailiff or by courier service, to the concerned Party at the address shown at the beginning of this contract or to any other address that the concerned Party shares with the other Party via a similar notice. A copy of any notice sent by electronic mail must also be forwarded using one of the delivery modes mentioned above. Any notice will be deemed to have been received on the same day, even when it is given or delivered in person to a representative of one of the Parties, or on the third business day following the mailing by postal, registered or certified mail."]*

8.2. Assignment *[Of the contract, the rights and obligations mentioned. Sample assignment clause: "The Producer may not assign or otherwise transfer, in whole or in part, his or her rights and obligations set out in this contract, to a third Party without receiving prior consent from the other Party."]*

[Template for a contract between a producer and a dancer — Not to be used as is]

- 8.3. Nullity clause *[The severability of provisions signifies that the cancellation of one clause does not mean that the entire contract is cancelled. Sample severability clause: “The eventual illegality or nullity of an article, a paragraph or a provision (or a part thereof) in no way can affect the legality of the other articles, paragraphs or provisions in this contract, or the rest of this article, paragraph or provision, unless an obvious contrary intention appears in the text.”]*
- 8.4. Appendices *[Declaration to the effect that the appendices are an integral part of the contract. Sample appendices clause: “This contract, including its appendices, represents the entire agreement between the Parties. Any declaration, representation, promise or condition not set out in this contract cannot or should not be admitted for purposes of overruling, amending or affecting in any way the terms of this contract. This contract can be amended only by another written document, duly signed by all the Parties.”]*
- 8.5. Judicial district *[Determines the location where a dispute will be processed, ideally in a local judicial district, while establishing the graduated measures used to resolve disagreements. Sample of wording: “This AGREEMENT is governed and interpreted in accordance with the laws in force in the province of Quebec. In the event of a disagreement as to any issue related to the interpretation or the application of this act, the Parties shall agree to exhaust all out-of-court remedies, mediation, and arbitration, before referring the dispute to a proper court in the judicial district of Montreal.”]*

IN WITNESS WHEREOF, the Parties signed in [city], on [date].

*[signature of the producer or
his/her representative]* _____

[name and title in block letters]

[name of the company, if applicable]

[signature of the artist] _____

[name of the artist]

LIST OF APPENDICES IN THE CONTRACT

*[Rather than integrate sometimes long and detailed texts into the body of the contract, they can simply be added in the appendix, as long as they are referred to in a related clause. It is also important to initial documents presented in appendices in order to guarantee that the two Parties have consented to their inclusion in the contract. Here are some suggestions for possible appendices. They are not mandatory*¹ and should only be included if they hold significance in the contractual relationship that is established.]*

- > Detailed work schedule (dates and times of rehearsals and shows)
- > *Declaration in favour of a work environment exempt from harassment in Quebec's arts community. Adapted version of the declaration for organizations and employers in the arts sector: https://www.quebecdanse.org/images/upload/files/declaration_harcelement_milieu-culturel_organismes_mars2018.docx [in French]*
- > *Policy aimed at promoting civility and preventing harassment*
[Sample policy: <https://www.cnesst.gouv.qc.ca/fr/organisation/documentation/formulaires-publications/modele-politique-en-matiere-harcelement>] [in French]
Worker commitment form in a COVID-19 context [This commitment form states an intention to comply with prevention policies established by the producer and with public health measures: https://bit.ly/trousse_contractuelle_formulaire_engagement_covid19] [in French]
- > Internal ecoresponsibility policy *[If applicable]*
- > Company code of ethics *[If applicable]*

¹ With the exception of the detailed work schedule, if it is not set out elsewhere.

PART 4 — RESOURCES

USEFUL REFERENCES

Regroupement québécois de la danse

- > Section of the website dedicated to **health and safety** in the dance field. Contains essential information for dealing with issues concerning the CNESST.
<http://www.quebecdanse.org/ressources/sante-et-securite>
- > **Guide — Promoting inclusion and equity in the dance community (in French)**: website section featuring documentation, tools and references for several other resources.
<https://www.quebecdanse.org/ressources/trousse-inclusion-equite-danse/>
- > **Guide — Preventing harassment and other forms of violence (in French)**: website section featuring tools and resources for dealing more effectively with these subjects.
<https://www.quebecdanse.org/ressources/prevention-du-harcelement/>
- > Website section dedicated to **working conditions in a COVID-19 context (in French)**. Features several guides on applicable health guidelines.
<https://www.quebecdanse.org/ressources/ressources-covid-19/>

Union des artistes

- > Website section featuring all the collective agreements signed in the dance sector (in French).
<https://uda.ca/ententes-collectives/danse>
- > Website section featuring all the collective agreements in film and television, notably those entered into by the Association québécoise de la production médiatique (AQPM), covering certain aspects of media streaming.
<https://uda.ca/ententes-collectives/cinema-et-television>

Canadian Alliance of Dance Artists (CADA) — Ontario Chapter

CADA makes available to all dance artists a guide to best practices entitled Professional Standards for Dance. The fourth edition of this tool is currently under development. It is an essential reference tool for dance artists outside Quebec. Of particular interest, in this document, is the section dedicated to independent choreographers entering into an agreement with a producer concerning the creation of a work.

http://cadaontario.camp8.org/professional_standards_for_dance

Diagramme Gestion Culturelle

This service organization's mission is to guide, support and structure Montreal-based professional artists in their organizational development. In addition to providing personalized guidance, the organization has created a startup guide for artistic companies. It features practical information, including on the drafting of contracts.

<http://diagramme.org/conclusion-guide-complet/>

Artère — for emerging Montréal artists

This portal, geared to Montreal-based emerging artists, features a section with interesting resources related to a career in dance, including information and useful links on subjects such as contracts, insurance, the status of the artist, and copyright.

<http://www.artere.qc.ca/danse/> (in French)

The Machinery

The Machinery's Toolbox contains close to 200 strategic and practical tools (including 85 with English-language content) geared to improving the management of artistic projects and cultural organizations. It features samples of a touring booklet, rehearsal schedules, etc.

<https://machineriedesarts.ca/en/services/toolbox/>

Montreal Artists Legal Clinic (MALC)

This non-profit organization offers a full slate of legal services and information to artists across a range of disciplines. The organization is made up of legal professionals who are available to answer questions from clients. The services are touted as confidential, free of charge, and accessible. The website offers a series of factsheets on various subjects, including contracts and copyright.

<http://cjam.info/en/>

Educaloi

This Quebec-based registered charity has a mission to inform the public about the law and about their rights and obligations. Éducaloi has three main areas of activity: legal information, legal education, and the development of expertise in clear and effective communications concerning law. The site is chock full of quality legal information, presented in the form of factsheets drafted in simple and accessible language.

<https://educaloi.qc.ca/en/>

L'Aparté

L'Aparté came into being following the Me Too movement, when professional associations and collectives pooled their efforts to establish an action plan against all forms of harassment in the arts community. Their mission is to provide initial assistance to all persons in the arts community who have been subject to or have witnessed harassment (psychological or sexual) or violence at work (sexual aggression). These services are offered in French and in English.

<https://aparte.ca/en/>

Juripop

Juripop mobilizes the law with the aim of allowing all people to improve their living conditions, economic capacity, and physical and mental health. To achieve this objective, Juripop creates innovative legal information projects and provides access to legal services at an affordable cost.

<https://juripop.org/en/>

GLOSSARY

This glossary was compiled by drawing on various Union des Artistes (UDA) collective agreements posted on the website* as of May 2021. Please note that the selected terms are not necessarily found in all the agreements, and may be defined differently from one agreement to the next. These definitions were agreed upon in conjunction with negotiations between the UDA and the signatory companies. Finally, it should be stressed that these terms and definitions were translated from the French compilation and cannot be found in the various collective agreement because these UDA agreements only exist in French.

*Source: <https://uda.ca/ententes-collectives/danse>

TERMS	DEFINITIONS	NOTES
Costume and makeup call	A dancer's preparation period prior to a performance: dressing, makeup and warm-up, if required.	
Show call for [dancers]	Time at which the dancers are required to arrive at the performance venue.	
Archives	Document preserved for promotional purposes, in a non-profit, permanent public conservation site and for national dance heritage purposes.	
Performer	Person who practices an art independently and who offers services in exchange for remuneration in one of the following performing arts disciplines: theatre, lyric theatre, music, dance and variety shows, multimedia, film, recording and other audio recording modes, dubbing and the recording of advertisements.	<i>In a few agreements, the term "dancer" is replaced by the term "performer."</i>
Audition	Tryout [individual or group] held with the aim of selecting the dancers.	
Promotion	A producer's promotion of their choreographic work by means of photographs or recordings that they make or have made during rehearsals, performances, press conferences, or any other similar or related means.	
Fee	Sum payable to the dancer as remuneration under the terms of their contract.	
Calendar	Document determining the dancer's weeks of work and, if applicable, the known performance dates. OR Document specifying the dancer's work periods, including rehearsal and performance times.	
Choreographer	A person who creates choreographic works or carries out related research or creation.	
Class	Guided training period, separate from rehearsals but connected to the work required from the dancer during rehearsals, aimed at optimizing the quality of the dance and preventing injury.	
Probationary clause	The right, vested in either Party, to terminate the contract within a period agreed upon in advance.	
Contract	Personalized agreement binding the dancer with the producer.	
Creation	Work period leading to the development or completion of a choreographic work for presentation before an audience.	
Dancer	Person who performs a choreographic work or participates in the research or creation period.	<i>Several collective agreements define categories of dancers</i>

based on professional experience and experience with a company.

Cast	All the dancers who perform a choreographic work.	
Understudy	Dancer who replaces another dancer in the event that the latter is unable to perform on stage.	
Residual rights	Compensation paid when the use of a work extends beyond the planned usage rights period.	<i>Generally associated with audiovisual work [usually calculated as a % of the original fee, or based on the operating revenue generated by the work.</i>
Warm-up	Period during which the dancer prepares for a rehearsal, a technical dress rehearsal, a dress rehearsal, or a show.	
Run-through	Rehearsal of the full show, lasting a maximum two (2) hours and not including all the components.	
Recording	Any sound or audiovisual fixation of a dancer's performance, by any type of procedure or on any kind of technical medium, either known or to be determined.	
Spacing	Spatial layout of a choreographic work for purposes of adapting it to the performance space. OR The work that the dancer does to adapt a choreographic work to the performance space.	
Force majeure	Event beyond human control, which cannot be predicted or prevented, and which makes it absolutely impossible to perform the obligation. OR Event beyond human control, which cannot be predicted or prevented, and which makes it absolutely impossible to perform the obligation in whole or in part.	
Lodging expenses	Fees incurred for person-nights in conjunction with touring activities. These fees are generally covered directly by the producer, but sometimes take the form of a weekly or monthly allowance paid to the dancer in cases where there is an extended stay involving a cohabitation or sub-tenancy.	
Per diem	Per diems are daily allowances paid to dancers as part of more or less extended stays outside the usual work zone. Depending on the circumstances, living expenses may refer to: Meal expenses OR incidental expenses incurred for the dancer's transportation, lodging and meals. OR The dancer's transportation and meal expenses. OR The dancer's meal expenses and allowance. OR Meal expenses and compensation* paid to the dancer under specific circumstances.* OR The dancer's meal expenses and allowance during a residency or a tour, or when the dancer is summoned outside a radius of 40 km from their primary place of residence. Distances are calculated based on official numbers provided on the Ministère des Transports du Québec's website, under "Road Distances."	* <i>Only one agreement uses these terms.</i> ** <i>The distances sometimes are specified in other clauses.</i>

Living expenses do not include lodging expenses, since the producer is responsible for providing the dancer with lodging.**

OR

Meal expenses [pursuant to section 7-2.00 of this collective agreement]***

OR

Daily allowance paid to the dancer to cover certain meal expenses.

*** *In such as clause, meal expenses incurred during a day-long trip are called "daily lump sum."*

Transportation fees	Travel fees incurred by the dancer as part of tours or work outside the usual work zone. If the fees are not covered directly by the producer, they are reimbursed to the dancer in full or based on conditions and schedules set out in the contract.	
Dress rehearsal	Rehearsal, in the performance space, under the same artistic conditions as a show, but without an audience or with a limited number of guest spectators.	
Technical dress rehearsal	Rehearsal, in the performance space, aimed at arranging and synchronizing the technical components (sound, music, video, etc.) of a stage work.	
Detailed schedule	Schedule that determines the specific dates, times and places of the dancer's rehearsals and/or performances and that constitutes an amendment in the dancer's contract.	
Layover day	A day, on tour, during which no shows are scheduled.	
Notes	Corrections and comments made by the choreographer or rehearsal coach concerning the dancer's work.	
Nudity	Nudity is understood to be the exposure of genitals, buttocks and, for women only, breasts. Nudity is deemed to include the wearing of transparent clothing that exposes one of the body parts mentioned above.	
Choreographic work	Work composed of a set of gestural sequences performed by one or several dancers. The choreographic work may include moments that are spoken, sung or acted out.	
Multidisciplinary choreographic work	Work made up of a set of gestural sequences performed by one or several dancers. The multidisciplinary choreographic work may include moments that are spoken, sung or acted out.	<i>In at least one agreement, the expression "choreographic work" is replaced by "multidisciplinary choreographic work."</i>
Option	The producer's right to add one or more non-confirmed shows to the shows already guaranteed under the terms set out in section (...).	
Research period	Exploratory work period that does not necessarily lead to a performance.	
Producer	Legal or natural person who assumes financial responsibility for the hiring of human, artistic and technical resources. OR Legal or natural person who assumes responsibility for hiring the dancer.	
Rehearsal	The time that the dancer dedicates to research, creation and preparation work leading to a show.	
Show	Any public manifestation of a choreographic work or works OR Any public manifestation of a choreographic work or works. Included in the performance are the dress rehearsal, the technical dress rehearsal for spacing, and the warmup time stipulated in articles 6.3.1, 6.3.2 and 6.3.4 of this agreement.*	* <i>Few agreements define show in as detailed a manner.</i>

Guaranteed show	Show that the producer guarantees to the dancer or that is confirmed in writing, as an option, or included as an additional show.
Additional show	Show that is added in accordance with a schedule stipulated in the contract and presented on the same stage as the guaranteed shows. OR Show that, by mutual agreement, has been added to a contract and confirmed in writing.
Remount	Any performance of a choreographic work that takes place after the end of the contract applicable to the world premiere of the work. [Or a first continuous series of shows.] OR Any performance of a choreographic work that is not considered an additional show and that takes place after the end of the contract applicable to the world premiere of the work.
Residency	Work period, sometimes more intensive, during which the choreographer occupies a space for a specific period for purposes of remounting a completed work by training understudies or doing further research on certain aspects, notably the exploration of new materials, such as light, video and sound. The residency often requires the presence of technicians or designers. OR Invitation that the producer receives to work in a place for a teaching or research period, or for purposes of creating or performing a choreographic work, and that may require that the choreographer and the dancers perform teaching tasks.
Extraordinary risk	Physical danger incurred by a dancer in the performance of an action requiring specific or unusual skills or in the performance of an action under specific circumstances.
Role	Portion of the choreographic work assigned to each dancer.
Hall	Place where spectators gather.
Stage	Space where a choreographic work is presented.
Substitute	Dancer hired to replace another dancer in an emergency situation.
Tour	Travel involving the cast for purposes of performing outside the city where the producer has their primary place of business.
Showcase	Promotional presentation of a choreographic work or part of a choreographic work to agents, sellers, presenters, announcers, distributors, etc. OR Promotional presentation of a finished choreographic work intended for professionals from the dance community, such as agents or presenters. OR Presentation of a choreographic work in whole or in part to agents, sellers, presenters, etc., essentially for promotional purposes.

OTHER RESOURCES

Understanding issues of inclusion in dance — Annotated glossary (in French)

<https://www.quebecdanse.org/ressources/trousse-inclusion-equite-danse/comprendre-enjeux-inclusion-danse-lexique-commentaire/>

Glossary and references — Conseil des arts et des lettres du Québec (in French)

<https://www.calq.gouv.qc.ca/aide-financiere/outils-et-references/lexique/>

Glossary — Conseil des arts de Montréal [PDF] (in French)

<https://www.artsmontreal.org/media/artistes/aide/financement/transitoire/glossaire.pdf>

Cultural mediation and key words — Culture pour tous (in French)

<http://www.culturepourtous.ca/professionnels-de-la-culture/mediation-culturelle/ressources/guides-et-lexiques/lexiques/la-mediacion-culturelle-et-ses-mots-cles/>

Downloadable glossary (in French)

https://www.culturepourtous.ca/professionnels-de-la-culture/mediation-culturelle/wp-content/uploads/sites/6/2015/05/lexique_mediacion-culturelle.pdf