



# CANADIAN ALLIANCE OF DANCE ARTISTS

## Professional Standards for Dance (PSD)

### 1. Introduction

#### 1.1. About CADA/East

The Canadian Alliance of Dance Artists, Ontario Chapter (CADA-ON) was formed in 1986 in response to impending Status of the Artist Legislation in Canada and incorporated in the Province of Ontario in 1995 to improve the status and working conditions of dance artists. We are a grassroots arts service organization and work to empower and educate members towards self-representation. One of our major spheres of activity is best practices, and our guide, the *Professional Standards for Dance (PSD)*, is the benchmark document for compensation and working condition standards in the sector. Version 1 of the PSD was first published in 2003, Version 2 was published in 2009 and Version 3 was published in 2011. Since 2017, we have re-imagined the PSD as a living document with ongoing annual updates, in order to better serve the ever-changing dance milieu. You are reading the version published in April 2021.

In 2019, we became the Canadian Alliance of Dance Artists (East Chapter) to better reflect the scope of our membership, which extends into Quebec and the Atlantic provinces.

We support our mission with resources including professional development tools and research and development in areas affecting the economic status of artists. The CADA/East model reflects a community in which an artist's roles can include engager, engagee, or member of a collective: it is an alternative to the traditional labour/management model. We address the needs of a community in which the vast majority of artists are self-employed. We understand that dance artists from equity-seeking and marginalized communities are disproportionately affected by subpar and exploitative working conditions. We recognize that equity, accessibility, and decolonization must be central concerns in any attempt to improve our sector. We affirm our commitment to practicing these values, and we encourage our members to do the same.

CADA/East collaborates with many other organizations and strives to be part of a community of practice and an agent for change within networks. Our relationships include joint membership for our network of working artists with the Canadian Dance Assembly and acting on Status of the Artists issues within the Coalition of Provincial Arts Service Organizations (PASO Coalition).

1.2. What is the PSD?

This is a best-practices guide intended to promote and support professional standards and conditions of work in dance. It provides basic guidelines intended for the members of CADA/East in negotiating work agreements - everyone is welcome to use it. The PSD provides suggested minimum standards regarding hours of work, fee standards and working conditions and outlines rights and responsibilities in work agreements.

These guidelines recommend minimums, and do not preclude the negotiation of further terms of agreement as determined by negotiating parties.

1.3. Why should I use the PSD?

The PSD can help you develop contracts for working in dance. It can help you determine when a work environment is acceptable or unacceptable. It is a standard that you can use as an authoritative source respected in the dance community - this can transform a stalemate situation of opinion. Instead of personal opinion, you can refer to accepted standards and gain a clear negotiation tool.

Your use of the PSD contributes to the health of the dance field. Every time one person takes care and attention for artists' working conditions and payment, it positively impacts the field.

1.4. The Fine Print

These standards should not be regarded or relied upon as legal advice or opinions. CADA/East and its directors, employees and volunteers make no warranties or representations, express or implied, with respect to this document and shall in no event be liable for any damages arising from the use of this document including, without limitation, any incidental or consequential damages arising out of the use of or inability to use the document.

As per the CADA/East Membership Application and Agreement, members agree to endeavor to undertake and abide by the principles and policies of CADA/East, including the PSD. CADA/East takes no responsibility – legal, moral, or financial - for any failure of its members to abide by the guidelines of the PSD. However, in instances of reported

misconduct, CADA/East reserves the right to suspend or deny membership at the organization's discretion.

This is a living document. Amendments and supplements to the PSD shall be issued as deemed necessary by the Board of Directors of CADA/East and further editions of the PSD shall be published as necessary to reflect changes and developments in the field. Members will be given opportunities for input into changes and are encouraged to provide comment on the document to CADA/East at any time.

This document is based in Euro-American theatrical tradition. We welcome collaboration on how this document can be applied or amended to encompass other cultural practices; please contact the office with your suggestions and comments.

For a thorough understanding of the PSD, we encourage you to read the entire document including the Background section at the end. A glossary of terms used in this document is provided.

## 1.5 Contract FAQs

We recommend that you always work with a written contract.

- What is a contract?

A contract is a "promise" that has three components (offer, acceptance, and consideration) from individuals that have actual or apparent authority to enter into a contract. Consideration is something of value (financial or otherwise) to be received by the contractee. Consideration could be monetary or non-monetary (for example, a commitment to provide time or services).

- What is required for a document to be considered a legal document? Would a series of emails or something jotted down on a napkin qualify?

Yes, they would. An oral agreement can also be a contract, though it can be difficult to prove the contents of an oral contract.

It is important to note that contracts are, themselves, culturally specific, and that contract law in Canada is a result of British colonial histories. While CADA/East suggests working with written contracts as a best practice in the professional dance sector as it currently exists, we also acknowledge that written contracts are not used or preferred in all dance communities, and that alternative forms of agreement making should be equally valid and valued.

- What does it mean legally if a contract is broken?

If the other party has breached, you can seek damages, but this can be more theoretical than real. For most dance contracts, the costs to take legal action would be disproportionate; also, a legal win does not guarantee that you can collect your court award from the other side.

- Are there basic questions to ask when entering into a contract?

Yes, including what is to happen if one side does not live up to their side of the bargain. The [CADA/East Contract Template](#) provides the basics of how much you will be paid, how often, for what services, and for how long.

- How are my legal rights different if I am an employee rather than an independent contractor?

Employees have a bundle of legal rights, many of them codified in law. These do not apply to independent contractors, who are seen as independent actors free to make their own bargain, even if it is a bad one.

- Why should I care about working with a contract?

Working with contracts contributes to the health of professional dance. Every time we conduct ourselves in a professional manner, we contribute to the professionalism of the field, making it safer for everyone.

A contract clarifies expectations on both sides. When disagreements arise, a written contract provides a reference point for settling them. When you have less stress around trying to second-guess what is going on in the relationship between engager and engagee, you have more energy and focus for your work. Contracts support good working conditions and protect you from exploitative conditions.

Writing things down provides an opportunity to test what we understand. Seeing the frequency of pay written down and then saying, "Oh, wait, I thought we agreed that I would be paid every week and this says every two weeks. That's fine, I can do that.", or, "Can we change that?" are both better options to planning your finances around being paid on the 16th and discovering that day that you get paid on the 23rd.

The legalities regarding breach of contract might seem discouraging. However, consider that there are other consequences that might have greater impact on your life and career. The dance community is small and there is probably no one you will work with who you won't meet again. Contracts build and maintain healthy relationships.

- Isn't it the engager's responsibility to provide a contract?

Yes, an engager should provide a draft contract. But if you as an engagee are not offered a contract, why not present the engager with one? It's not hard to say, "Here's a draft contract for you to look at – please let me know if there are changes we should talk about." You are contributing to the health and professionalism of the dance field when you do so.

- How do I go about preparing a draft contract?

This PSD has a recommended template in the back. It's very simple. The main text lays out the terms of what and when you get paid and says, "We agree to everything in the PSD." When that is not the case, you attach Schedule A and write down the changes you have made from PSD in your own agreement.

Or, if you prefer, you can make your own contract following what you have learned in this document and elsewhere. Because professionals customarily operate with contracts, there are lots of models out there to start with.

- Why are you saying, "draft contract"?

When you write or choreograph, you almost always have many drafts, right? Expect the same from an agreement for dance work. If both parties agree immediately to the first draft, great! But don't feel that you are under any pressure to do so. Sometimes, there will be pressure because of time constraints – do whatever you can to prevent that from happening and try not to let pressure affect your judgment when it does.

When you modify an offered contract, the modifications are considered a "counter-offer". You are considered to have rejected the original offer and it becomes null and void.

#### 1.5. FAQ

- Is CADA/East a union?

No. CADA/East is a professional association. A union is certified and regulated by provincial and federal legislation, and has the legislated power to negotiate collectively-bargained agreements on behalf of its membership and take action in the case of violations. CADA/East's mission is to educate and empower its members to represent themselves in negotiating agreements working in the field of professional dance. Apart from suspending or denying membership, we cannot take action on violations of the PSD, so it's important to know your own rights and make sure they are respected. (See About CADA/East.)

- What is CADA/East's regional jurisdiction?

We are a provincial arts service organization incorporated in Ontario. However, our membership includes dance artists from Quebec and the Atlantic provinces. (See the Membership page on our website for specific details.)

When CADA/East (then CADA-ON) was formed and later incorporated, it included the word, "Canadian" in its name, reflecting the impetus for its formation, which was national legislation (and perhaps, the idea that the organization could grow to be national). CADA-ON provided support to artists in British Columbia to form CADA/BC (now CADA West) in 1992 and the two organizations shared their first website from 2007-09, but they are separate organizations. In 2019, CADA-ON became CADA-East, to more accurately describe the scope of our membership.

- Is there "a CADA contract"?

Not in the sense of an "Equity contract", which is a collectively-bargained agreement. When you use CADA/East's [contract template](#) or follow our best practices, it does not make us party to your agreement. The agreement is between you and the other party. Using the [CADA/East Contract Template](#) allows you the freedom to make your contract fit your circumstances and artistic work.

- If I use the PSD, do I have to use the recommended minimum payments?

No. They are just that – recommended minimums. Dance artists statistically have the lowest income of any artists in Canada, and we encourage higher payments! Many artists work for fees higher than CADA/East minimums. However, we also know that artists sometimes agree to work for less than our recommended minimums. The reasons include that artists often work for other artists who have very low budgets for the production of their work. Budgets can vary greatly depending on grant revenue and location, and since dance has the lowest market share of any performing art, box office revenue is often very limited for many artists.

CADA-ON's PSD provides an established norm that you can be assured represents an accepted standard in the not-for-profit dance field in Ontario. This is a vast improvement to having to make everything up on your own without any support. Strive to meet at least that standard.

Even in circumstances when you agree to work for other than monetary consideration, we urge you to still work under a contract for the same reasons that were given earlier. You will still need to set expectations about your working hours and conditions.

- What is the difference between “employee”, “engagee” or “contractee” and why should I care?

See the Glossary in this document for the above terms.

It is important to understand your status - whether you are an employee or self-employed – as this impacts on your ability to apply for Employment Insurance and your rights under federal and provincial legislation.

If you are an employee, your employer has legal obligations to you under your contract and the Ontario Employment Standards Act (ESA). The ESA does not apply to you as a self-employed person. The majority of CADA/East’s membership is self-employed for their dance work; this greatly impacts the social status of artists, because when we are not employees we have no access to employment insurance, for example. Even the few dancers employed in Ontario with employee status are usually employed for contracts of only 24 to 36 weeks.

#### 1.6. History of Professional Standards for Dance

Prior to the March 2003 publication of Professional Standards for Dance (PSD), Version 1.0, CADA created contract templates followed by the Basic Dance Agreement (BDA), a set of pages stapled in the corner and first distributed to CADA members in 1990. The BDA was available to anyone; a practice in use up to this day and reflecting our commitment to the betterment of the dance community as a whole. The PSD V1 was the product of years of donated labour by dance artists who participated in community meetings. Key to this development were the organization’s founders Marie-Josée Chartier, Pat Fraser and Maxine Heppner as well as Jennifer Watkins, who contributed first through her work at Dance Umbrella of Ontario from 1991-93, then became CADA-ON’s first part-time Administrator in 1994. Many other individual dance artists and Dance Ontario also supported CADA-ON’s early development.

From the outset, the goal was to accurately reflect the community and create an alternative to the traditional labour/management adversarial model, which made no sense in the “many-hats” dance culture of the Toronto dance community and sometimes negatively impacted on creative process and artistic possibilities.

“Appendix B: Fees & Payment” updated recommended fee minimums and was published in February 2008. Version 2 was published in February 2009 after CADA-ON acquired its first-ever full-time Executive Director under a three-year Ontario Trillium Foundation grant. Version 2 included a new conflict resolution section and provided better language and clarity around CADA-ON’s identity and the difference between it and a union. Updated fees were also included. Version 3, 2011, incorporated new content, updated fees and was intended to be more “user-friendly” through lay-out and

contextual content. The current PSD is a living document, undergoing regular updates to reflect the evolving sector we serve.

## 1.7. Fees

How does CADA/East establish fees? The baseline was decided with Version 1, which involved countless hours of volunteer contributions from practicing dance artists and therefore represented artists' experience in the field. Fee increases are based on cost-of-living increases. Our working Board of professional dance artists also recommends changes to fees based on their lived experience.

The increases will be made following the schedule of published versions of Professional Standards for Dance (PSD), the schedule of which will vary. We aim to revise the PSD bi-annually.

## 2. **Rights and Responsibilities**

### 2.1. Rights & Responsibilities of the Dancer

#### 2.1.1 Overview

The Dancer agrees to be prompt and punctual at rehearsals and costume fittings; to attend all rehearsals as required; to appear at the venue no later than the show call; to pay strict regard to stage make-up and stage dress; to perform their services as reasonably directed and execute the choreography to the best of their ability under the direction of the Choreographer, Stage Manager, Rehearsal Director or Artistic Director; to maintain the original intent of the Choreographer throughout the run of the show; to learn their role within a reasonable time period set by the Choreographer or Producer; to properly care for their costumes and props; to use, when required by the Producer or Presenter, safe electronic equipment and to respect the physical property of the Producer or Presenter and the venue.

#### 2.1.2 Specifics

1. The Dancer agrees to abide by all obligations stated in their Agreement and all riders attached thereto.
2. The Dancer is responsible for having warmed up for commencement of rehearsal unless otherwise negotiated.
3. Outside of rehearsal hours, the Dancer will be available for costume fittings, photo calls, publicity or video documentation, and other duties that fall outside of the contract agreement with the Engager, given a minimum of 48 hours.



4. The Dancer will not present themselves during scheduled terms of work while intoxicated from alcohol or drugs.
5. If the Dancer is unable to rehearse or perform due to intoxication or similar impairment, the Engager may determine that the Dancer will not rehearse or perform.
6. Under the terms of each Agreement, the Dancer has a right to be kept informed and updated, within reason, as to the Producer or Presenter's rehearsal dates and times, performance times and touring plans.
7. The Dancer contracted by the Engager is not required to fulfill any role (i.e. company teacher, rehearsal director, administrator, publicity assistant, janitor, wardrobe, or any other duty) other than as a Dancer, unless otherwise negotiated and specified in the Agreement. The Dancer will not perform any additional duties that are not specified in their Agreement unless they negotiate additional compensation, which will be to their satisfaction. If such additional duties as stated above are agreed upon, compensation will be specified in a rider attached to their Agreement and will constitute part of their fee.
8. The Dancer will provide their own basic make-up, undergarments (except those required as a costume), standard rehearsal clothing and basic hair care. The Engager will provide all specialized make-up.
9. The Dancer may only be requested to use body make-up where suitable bathing facilities (hot and cold running water) are available at the venue.
10. Footwear that is additional to what the Dancer normally wears to train or rehearse will be provided by the Engager as rehearsal footwear and will be used only in rehearsals. Where special or specific footwear, satisfactory to the Dancer as to fit, quality and safety, is required for performance, such footwear will be provided by the Engager as costuming. The Dancer and Engager will define a mutually agreed-upon time period during which the Dancer may rehearse in such footwear.
11. The Dancer has the right to a reasonably safe rehearsal time period for extraordinary costuming, footwear, masks, headdresses, wigs, jewelry, etc.
12. A Dancer has the right to refuse to perform any act they deem unreasonable or unsafe, at any time.
13. During rehearsal and performance, necessary protection for the Dancer (i.e. knee pads, bandages, braces, ice, etc.) will be allowed if required by the Dancer. The Dancer will inform the Engager at the earliest possible time if such protection is necessary.

14. The Dancer's requirement to attend classes and warm-ups will be determined and agreed upon by the Dancer and the Engager prior to the commencement of the engagement period. It is to be made explicit in any contracted agreement as to whether company class/warm up class will be included in the compensation and/or required by the engager.

15. The Dancer agrees to abide by all rules of the venue that are not in conflict with the provisions of the Agreement.

16. The Dancer is not liable for any costs if a Producer or Presenter declares bankruptcy. If the Producer or Presenter declares bankruptcy or near bankruptcy, the dancer will be compensated an appropriate severance, reflective of the time and services rendered.

17. The Dancer is responsible for their own health and personal injury insurance unless otherwise negotiated and specified.

## 2.2. Rights & Responsibilities of the Choreographer

### 2.2.1. Overview

The Choreographer agrees to be prompt and punctual for all scheduled rehearsals; respect the physical property of the Producer or Presenter and/or venue; conduct rehearsals in a respectful manner; and to abide by artistic policies of the Producer or Presenter as specified in the contract. In addition, the Choreographer agrees to make reasonable personal publicity appearances and participate in media interviews for the purpose of promoting the production, that are specified within the contracted agreement.

### 2.2.2 Specifics

1. The Choreographer agrees to abide by all obligations stated in their Agreement and all riders attached thereto.

2. The Choreographer accepts the same rights and responsibilities as the Dancer in regard to 2.1.2.-1-7 and 10.

3. The Choreographer will terminate rehearsals at the designated time.

4. The Choreographer will not make demands on the Dancer that place the Dancer's health and welfare at risk.

5. The Choreographer is responsible for providing the Engager with information relating to time and resources required to complete their work. The Choreographer is obligated to meet schedules and budgets provided by the Engager and communicate with the Engager any variances in a timely manner.

6. The Choreographer will maintain rehearsal, production and performance schedules in conjunction with the production team.

7. The Choreographer has the right to cast the Dancers who are suitable in fulfilling the specific needs of the production and will inform the Dancers of all casting and casting changes in a timely manner.

8. In the event of a re-mounting of the production, the Choreographer has the right to re-cast the Dancers, as they deem fit, after appropriate consultation with the original cast, in accordance with the right of first refusal (see Equity's [INDIE 2.2 policy, 17.B.v](#), for more information).

9. Other than an emergency change, the Choreographer will post any cast change during a performance season at least 2 days in advance of the implementation of such change.

10. The Choreographer has the right to negotiate with the Engager the terms of payment of royalties and the licensing for the presentation of works choreographed by the Choreographer. (See 4.7, Royalties, for more information on the payment of royalties, and 11, Copyright, for choreographic copyright and licensing.)

11. The Choreographer is not liable for any costs if a Producer or Presenter declares bankruptcy. If the Producer or Presenter declares bankruptcy or near bankruptcy, the Choreographer will be compensated an appropriate severance, reflective of the time and services rendered.

## 2.3. Rights & Responsibilities of the Producer

### 2.3.1. Overview

The Producer agrees to provide the Dance Artist with a safe and sanitary working environment during production. The Producer will be responsible for all costs of the production, unless otherwise negotiated and specified in the Agreement, and for the fulfillment of all legal and engagement obligations stated in their Agreement and all riders attached thereto.

A Dance Artist may fulfill the role of Producer themselves, or, share responsibilities as Co-Producer. Whenever there are Co-Producers, specific responsibilities should be confirmed in a written letter of agreement or contract.

### 2.3.2. Specifics

1. The Producer agrees to abide by all engagement obligations. The Producer will secure copyright permissions and licenses as required by the Choreographer and ensure that payments for royalties are directed to the appropriate individuals, unless otherwise negotiated and specified in the Agreement and/or confirm that the appropriate umbrella licenses of presenters are in order.

2. The Producer will maintain the budget and have final approval of expenses incurred for the production.

2.1 The producer will allocate budget space for honoraria for guest speakers, Elders, personal support workers and gifts in exchange for knowledge or lived experience, as necessary.

3. The Producer will maintain rehearsal, production and performance schedules in conjunction with the production team.

4. The Producer is responsible for publicizing the production as negotiated. (When the Producer is working with a Presenter this responsibility may be that of the Presenter.)

5. The Producer will obtain, or ensure that, adequate liability insurance is in place for the rehearsal and performance venues, including that required for outdoor performances or other alternative performance venues, unless otherwise negotiated and specified in the Agreement. The insurance will indemnify the Dance Artists from damages to the venue, other artists, members of the audience and the public at large. (Note: liability insurance is not the same as personal injury insurance, see 2.1.2.17.)

6. The Producer in conjunction with the Choreographer will outline a detailed schedule of the number of hours required for each aspect of the production, including development, rehearsal, performance, workshops and other required work.

7. The Producer will outline a detailed schedule of the confirmed performance dates and possible or to-be-confirmed performance dates for the production team.

8. The Producer will obtain specific permits as required by provincial or municipal by-laws or confirm with the Presenter that they are in place (when applicable).

9. The Producer is solely responsible for all costs if the Producer declares bankruptcy. If the Producer or Presenter declares bankruptcy or near bankruptcy, the Dancer(s) and Choreographer(s) will be compensated an appropriate severance, reflective of the time and services rendered.

#### 2.4. Rights & Responsibilities of the Presenter

The Presenter agrees to provide the Dance Artist with a safe and sanitary working environment subject to the health and safety standards applicable in the location of the performance. The Presenter is responsible for fulfillment of all legal and engagement obligations stated in their Agreement with the Producer and all riders attached thereto.

In addition, the presenter is responsible for the provision of a culturally sensitive and culturally appropriate workplace, in accordance with the stated needs, wishes, and cultural practices of the Dancers and/or Choreographers and other contractors.

### 3.0 Working Conditions

#### 3.1. Environment

1. A sprung, wooden floor and/or marley are considered appropriate for dance. The necessary traction and safety in relation to the nature of the work being rehearsed and/or performed will be discussed with the Dance Artist and suitable adjustments in choreographic requirements and/or the use of protective apparatus and apparel will be made to facilitate working on other than a sprung, wooden floor and/or marley.

2. The rehearsal and performance areas will include proper flooring, good ventilation, adequate lighting, sanitary toilet facilities, hot and cold running water, adequate heat, accessible first aid equipment (including ice packs and tensor bandages) and a regularly maintained, clean, working environment.

3. The venue area temperature will be at or between a minimum of 18°C and a maximum of 32°C at all times.

Air temperature: area air temperature will be within this above-stated range. Exceptions may be made for outdoor performances, however the Dance Artist has the right to refuse to work without penalty if the area air temperature is not within the above-stated range.

Dance surface temperature: the dance surface temperature will be at or between a minimum of 6°C and a maximum of 36°C. The Producer/Presenter is responsible for providing a contact temperature with which to measure the dance surface temperature.

4. The Dance Artist has the right to request any additional protective equipment or measures they may deem necessary for their personal health and safety, including the rescheduling and or reprogramming of rehearsals and/or performances.

5. If the venue standards and conditions as outlined in the Agreement are not met and if the possibility exists of damage to their physical health and well-being, the Dance Artist has the right to refuse to work and will still receive payment in full.

6. CADA/East incorporates the [Safety Guidelines for the Live Performance Industry in Ontario](#) into the Agreement. In addition, the Producer/Presenter agrees to provide the Dance Artist with a safe and sanitary working environment. The Producer/Presenter further agrees that the venue is subject to the health and safety standards established by the region in which it is located.

### 3.2 Site-Specific Performance Space and Outdoor Performances

1. If the Engager decides to utilize a venue / space that is based outdoors, all aforementioned points remain in effect.
2. In the event that the performance space is also a shared public area, the Presenter will ensure adequate security measures are in place to prevent any unwanted public interference during scheduled rehearsals and performances.
3. If heavy rain, hail, snow, or similar weather occurs during rehearsals and performances, the Dance Artist reserves the right to discontinue and seek adequate shelter.
4. In the event that the aforementioned weather events cease after a short time, the Dance Artist and the Producer/Presenter will discuss whether the performance can continue safely within the same day. As aforementioned, the Dance Artist reserves the right to refuse if the performance space cannot be maintained to the required safety standards.
5. If heavy rain, hail, snow, or similar weather prevents a performance from proceeding, the Producer/Presenter will not impose financial penalties on the Dance Artist, unless otherwise specified in the contract agreement.

### 3.2. Hours of Work

1. A rehearsal day will not exceed 8 consecutive hours including breaks, warm-up time and costume fittings.
2. A 15-minute break will be scheduled for every 2 hours of rehearsal. If a rehearsal day exceeds 4 hours, a meal break of no less than 1 hour will be scheduled. The

Engager will not be responsible for paying for the meal break unless negotiated and specified in the Agreement.

3. A rehearsal week will consist of not more than 6 consecutive working days and a free day.

4. A week of performances will consist of not more than 7 full-length performances per week and a free day.

5. Notice of rehearsal call time will be made at least 24 hours in advance for a daily ongoing engagement. For an engagement where scheduled rehearsals are sporadic, notice will be given at least 1 week prior to the rehearsal call.

6. In a run of performances, every alternate performance day a rehearsal of a maximum duration of 4 hours may be called. Rehearsals will not be scheduled on days when there is more than 1 performance.

7. Changes in rehearsal schedules that cause the Dance Artist to lose income from work outside the engagement may be considered just cause for the Dance Artist to miss a rehearsal.

8. The Dance Artist will be informed of the performance schedule and/or touring schedule at least by the time the engagement commences.

9. In the event of a change in the performance schedule, the Dance Artist will be notified at least 24 hours in advance, and whenever possible, 48 hours' notice will be given.

10. A performance day includes a mandatory half-hour call prior to curtain.

11. Warm-up calls for performance will be determined in agreement between the Producer/Presenter, the Choreographer, and the Dancer according to the needs of the performance.

#### **4. Fees and Payments for Dance Artists**

##### **4.1 Terms of Engagement**

1. Prior to the beginning of the engagement the type of payment (e.g., hourly, weekly or flat rate) will be negotiated by the Engager and the Engagee.

2. Prior to the beginning of the engagement the frequency of pay will be negotiated by the Engager and the Engagee.

3. The Engager will indicate to the Engagee the quantity (e.g., hours, weeks, months) and type of activity required for the engagement.
4. If the Engagee works hours beyond the hours negotiated in the Agreement, then the additional time:
  - will be overtime paid at a rate to be negotiated by the Engager and Engagee prior to commencement of the engagement, or
  - the Engagee will be given paid time off in lieu of pay.
5. The Engager will respect public holidays (see Glossary). When this is not possible, an overtime rate may be negotiated or the Engagee may be allowed a substitute day off with respect to public holidays.
6. Dance Artists agreeing to payment less than the recommended minimum, or to in-kind donations will be properly contracted as such.

#### 4.2 Hourly Rates of Compensation

1. Suggested minimum hourly rates do not preclude the Dance Artist from negotiating higher than these rates.
2. The Engager and Engagee should be aware when working on an hourly basis that the standard practice is a minimum 2-hour call. This means that should an Engager choose to work less than 2 hours, they must pay Engagee for no less than 2 hours.
3. Should the Engager choose to work more than 2 hours but less than the contracted number of hours for the activity, the Engagee shall be paid for the number of hours originally contracted.

#### 4.3 Weekly Rates of Compensation

1. Suggested minimum weekly rates do not preclude the Dance Artist from negotiating higher than these rates.
2. An Engagee contracted for 20 or more hours per week of rehearsals may be paid a weekly, rather than an hourly rate. A weekly rate means that the Engager and Engagee have agreed upon a determined number of work hours and a set rate of pay per week.
3. Should an Engager choose to work less than the contracted number of hours in the week, the Engagee is still paid the weekly rate originally negotiated.



4. Should an Engager choose to work more than the contracted number of hours in the week, the rate for extra hours should be negotiated and paid out to the Engagee in addition to the weekly rate.

5. Should the Engagee be required to work in excess of 30 hours in a week, overtime will be in effect (see 4.1.4).

6. During an agreement where the Engagee is paid a weekly fee, the Engager will provide space and/or training as part of paid time for the purposes of the Engagee's required rehearsal preparation.

#### 4.4 Flat Rates of Compensation

1. A flat fee may be negotiated and agreed upon by the Engager and Engagee. A flat fee remains subject to the provisions of 4.1 Terms of Engagement.

2. A flat fee Agreement covers any single work period that may include one or more of the following: choreographic development, rehearsal, performance, workshops remounting existing work, technical and dress rehearsals.

#### 4.5 Rates of Compensation for Exclusivity

1. Exclusivity requires that the Engagee does not work for another Engager on another activity during the agreement period, unless otherwise negotiated.

2. Where an Engager requires the exclusive right to an Engagee, the Engagee cannot expect their requests to adjust the rehearsal, technical or performance schedule to be honoured.

Note: It is not recommended that an exclusive Agreement be agreed to when payment is less frequent than weekly or bi-weekly as there is little remedy for non-payment.

#### 4.6 Rates for Compensation for Other Activities

1. Even if the Engager does not anticipate activities such as costume fittings, publicity photo shoots, fundraisers, teaching, Q & A's with the public or receptions, an hourly rate for the Engagee for this type of activity will be negotiated and included in the Agreement. The engagee will be informed with ample time to prepare for such activities, at a suggested minimum of 48 hours.

2. The rate of pay for this type of activity should be the same as the rehearsal rate.

## 4.7 Royalties

### 4.7.1. Overview

When a dance is re-mounted after its original production and presentation, royalties must be paid to the choreographer for performance, unless some other agreement has previously been negotiated. It is the responsibility of the Producer to ensure that the necessary permissions and agreements are in place (see 2.3.2.1)

See Section 11. Copyright.

### 4.7.2. Specifics

Royalties should be negotiated outside of the initial choreography fee and stipulated in the contract. CADA-East supports per-minute rates for choreographic royalties and recommends \$6 per minute per performance. Given the small size of dance production budgets compared to most theatre, the relative financial precariousness of dance in general, a per minute rate is a known quantity that will support the choreographer and the producer.

Alternately, the Choreographer may receive between 1 and 10 percent of the original fee paid for choreography in royalties.

## 4.8 CADA-East Recommended Minimum Fee Payments (updated 2023)

### Dancer Fee Structure

Rehearsal fee	Hourly Rate	\$32-\$64
Exclusive Engagement (rehearsal fee)	Weekly Rehearsal Rate	\$1367-\$1634
Exclusive Engagement (performance fee)	Performance Rate	\$1367-\$1634
Performance	Per Performance	\$235-\$587
Performance	<b>36 Hours Maximum</b> of activity (including performances)	\$1111
Technical and/or Dress Rehearsal	Hourly ( <b>2 hour minimum</b> ). Negotiate separately, even if they fall on a performance day.	\$32-\$64

### Choreographer Fee Structure

Option 1:	<b>Per Week</b> of in-studio rehearsal	\$1367-\$1634
Option 2:	<b>Per Minute</b> of completed choreography	\$320
Option 3:	<b>Minimum</b> of total budget	20%
Royalty/Remounts	Per Minute	\$6.40

### DRAMATURGE FEE

Clearly define the role and responsibilities and negotiate fees in this range. Commensurate with experience.	Hourly	\$32-\$64
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### REHEARSAL DIRECTION FEE

Clearly define the role and responsibilities and negotiate fees in this range. Commensurate with experience.	Hourly ( <b>2 hour minimum</b> )	\$32-\$64
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### TEACHING RATES

0-2 years experience	\$21-\$43
2-5 years experience	\$37-\$69
5-10 years experience	\$43-\$80
10+ years experience	\$53-\$160
Special Guest Workshop Compensation should be negotiated with consideration of class size, as larger classes will require more energy and expertise from instructors. Commensurate with experience.	\$80-\$320
Convention Teaching (>50 participants) In recognition of the level of experience, planning, skill and energy required to teach in this setting.	\$160-\$534
Professional / Post-Secondary Instruction	\$69-\$107

Note: All teaching rates listed are hourly.

### RATES FOR PHOTOGRAPHY, FILM & VIDEO (ARCHIVAL OR PUBLICITY)

Professional Artists	Hourly ( <i>2 hour minimum</i> )	\$32-\$64
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### RATES FOR PHOTOGRAPHY, FILM & VIDEO (COMMERCIAL)

Professional and Emerging Artists	Hourly	\$117
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Note: CADA/East recognizes ACTRA as an authority in the mainstream television and video industry; the suggested rates are presented as options for dance artists' participation in independently funded, non-union film projects.

### TOURING RATES (based on Canadian currency)

Daily Meal Allowance/Per Diem (breakfast, lunch, dinner)	\$65
Breakfast only	\$13
Lunch only	\$20
Dinner only	\$32
When dance artists are required to make payment for their own accommodation and meals. .	\$150 (daily)

Note: All rates are based on Canadian (CAD) currency

As of May 2022, the Canadian Inflation rate is 6.8%. Therefore, all CADA/East rates and fee structures have increased to match the inflation rate (rounded to the nearest dollar).

## 5. Program & Credits

1. The Producer/Presenter will list in the program distributed to the audience; the names of all Dance Artists responsible for the creation of the production. In the event of omissions or cast changes in the printed cast listing in the program, the Producer/Presenter agrees to inform the audience of the changes and/or corrections with a written insert in the program and/or by making an announcement prior to each performance. The Producer/Presenter will correct the omissions, errors or cast changes in the next printing of the program.

2. The Producer/Presenter will acknowledge the Choreographer in all advertising and promotional materials.

3. The participation of Dancer/Interpreters in the creation of choreography will be acknowledged in writing in the program.

*Example: Choreography by [choreographer's name] with [dancers' names].*

4. It is suggested that members of CADA-East be acknowledged as such in the program by the following or similar phrase: "Member of the Canadian Alliance of Dance Artists, East Chapter". The phrase will appear with, or be linked by a typographical symbol, to the CADA-East member's name. In order to promote awareness of CADA-East's Professional standards for Dance, we suggest adding a link to CADA-East's website.

5. It is the responsibility of the Dance Artist to provide a photograph and biographical material.

6. The Dance Artist has the right of approval of biographical material for the program and/or souvenir program. If the Artist does not return a printer's proof of biographical material, with corrections, within 48 hours of receiving them, they will be considered approved by the Dance Artist.

7. The Producer/Presenter and Dance Artist will agree in advance and include In the Agreement, the requirements for posting the Dance Artist's biography and photo. It is the Producer/Presenter's responsibility to ensure that the name of the Dance Artist, their photo, photo credit and biographical material are posted. This material will be displayed by the Producer/Presenter in one or both of the following ways:

- *Prominently displayed and properly identified in the lobby.*
- *Reduced to an appropriate size and reproduced, properly identified, in the house program.*

## 6. **Publicity/Documentary Photographs & Video Footage**

1. The Engager will disclose in advance any requirements of the Engagee to participate in photo shoots and/or filming or video tapings.
2. The use of photographs, film or video footage will be negotiated and included in the Agreement.

Note: See 4.6 Rates for Compensation for Other Activities, 4.8.10. Rate for Archival or Publicity Photography and 4.8.11. Rates for Commercial Photography.

3. Such photographs, film or videotapes are the legal property of the Engager and the Engager will use them at their discretion.
4. It should be noted that the contract at hand refers only to the period of engagement and that further use of such photos and videos should be negotiated in the agreement.

## 7. **Health**

CADA-East urges its members to keep their provincial health coverage up-to-date, have a family doctor, and to buy extended health coverage under the [AFBS Arts and Entertainment Plan](#) or other. This insurance plan is available to you through your CADA/East and CDA membership and is also available through membership in other Arts Service Organizations (ASOs). We encourage you to include short-term disability insurance in the coverage you choose. *You must purchase your Arts and Entertainment Plan or other coverage separately to your membership.*

We also encourage members to join a local association specialized in dance medicine. Toronto-based members may wish to avail themselves of services at the [Al and Malka Green Artists' Health Centre](#), including the nurse practitioner and/or the Joysanne Sidimus Subsidy Fund. If you do not have a family doctor, the nurse practitioner can refer you for services they cannot provide themselves.

Further, we recommend that when you are working in remote locations, that you include in your contract, provisions regarding the cost of travel to health care practitioners in the event of an injury or illness on the job. If you are injured in rehearsal and the nearest physiotherapist, massage therapist or chiropractor is many kilometers away, who will pay for your travel costs there?

## **8. Absence Due to Injury or Illness**

### 8.1 Overview

The Engagee will make every reasonable effort to schedule regular medical, dental or therapy appointments outside of the regular rehearsal schedule.

### 8.2 Injury

If the Engagee will be absent from a scheduled rehearsal or performance due to injury as a result of an accident and, in the opinion of a healthcare professional, the Engagee requires a recovery period before resuming regular rehearsal and performance activity, the Engager has the right to terminate the agreement without compensation if this period exceeds 7% of the total engagement period.

### 8.3 Illness

1. If the Engagee will be absent from a scheduled rehearsal or performance due to an illness and, in the opinion of a healthcare professional, will require a recovery period before resuming regular rehearsal and performance activity, the Engagee may request paid sick leave of 7% of the total engagement period.

Example: If the engagement period requires 50 rehearsals in total, the Engagee may request a paid sick leave of 3.5 rehearsals.

2. The Engager will compensate the Engagee with a value equal to the Engagee's average daily income over the entire engagement period multiplied by the sick leave period which will be calculated in rehearsal units, i.e., if the Engagee's total income over the entire engagement period is \$1,800 and 50 rehearsals are required over this period, the Engagee's daily average income is \$36. The Engager will compensate the Engagee with \$126 which equals 3.5 rehearsals x \$36 daily average income.

3. The Engager has the right to terminate the Agreement if the sick leave period exceeds 7% of the total engagement period.

## **9. Touring**

### 9.1. Overview

Details of the tour (see Glossary), including the Dance Artist's responsibilities, must be contained in the contract or attached as a rider. It is the responsibility of the Producer or Presenter to use due diligence in attending to the travel safety of the Dance Artist.

### 9.2. Travel

It is the responsibility of the Producer or Presenter to organize and pay for all travel costs, including transportation from airports or stations to accommodation, and accommodation to venue. Travel begins from the Dance Artist's departure from home; specify arrangements from home to a common point of departure. The Producer will maintain responsibility for and ownership of all transportation and accommodation tickets and/or reservations. Dance Artists should expect that transportation will generally be by the most economical means. In general, the Dance Artist will not be required to travel before 9:00 a.m. or after 11:00 p.m.

If a Dance Artist agrees to work as a Driver, a separate agreement must be made concerning payment and hours. (CADA/East does not recommend this and makes no recommendation for such payment as driving is outside the purview of this document.)

### 9.3. Meals and Accommodation

CADA/East recognizes that accommodation arrangements vary and can include hotel, bed and breakfast facilities or billeting. In any circumstance, dance artists are encouraged to discuss accommodation with the Producer (or Presenter when you are self-producing) and must be assured of an acceptable level of comfort and safety. Dance Artists can expect that hotel accommodation will be on a double occupancy basis.

Per diem or meal expenses must be paid to the dance artist in advance of departure from the point of origin. Per diem or meal expenses should be itemized in the artist's contract (See 4.8). When paid at the point of origin, per diems may be paid by cheque or cash and will be issued two banking days before departure. When paid outside the point of origin, the per diem will be paid in cash in Canadian, U.S. or local funds as appropriate.

### 9.4. Working Conditions

Working conditions and hours recommended in Section 3 of this document remain in effect for Touring. Should circumstances preclude any of the recommendations in Section 3, the Producer will provide the Dance Artist with two weeks notice.

The Dance Artist should expect adjustments to the usual production or performance schedule while on tour. A travel day is not a day off - a day off is one in which the Dance Artist is not required to provide any services to the Producer. If a run-out (see Glossary) exceeds 12 hours, the Company will adjust the schedule of the next working day wherever possible, or of the next possible working day.



The Producer or Presenter will provide the Dance Artist with two copies of the itinerary one week in advance of departure. The next day's itinerary, which includes any changes to the schedule, will be distributed to the Dance Artists or posted in an agreed upon location each night.

## 10. **Working Abroad**

This provides a general and introductory overview only, as each country and circumstance may vary.

### 10.1. Visas and permits.

Travel and work document requirements vary. Clarify who is responsible for the procedure and cost. The following applies when you are responsible, however it is wise to understand the process even if an engager is responsible.

Start the process early. Contact the country's embassy and the organization engaging you for estimates on how long the process will take. Whenever possible, visit an embassy in person; email can be very slow. On the telephone or in person, record the name of whom you spoke to so you can speak to the same person again or refer to them by name in the next conversation with another embassy representative.

Generally speaking, work permits are likely to be required in order to work legally. However, there are examples of legal work in some countries on visitor or even tourist visas. Know your status; CADA/East cautions members against working illegally as you will have no recourse if you run into trouble.

Visas can be expensive. Clarify the cost and include in your written contract whether the engager or engagee is responsible. CADA/East recommends that the engager pay for your visa; If so, determine if you will be required to pay up front and be reimbursed (and when) or if the engager will pay in advance.

### 10.2. Contracts

If your contract is written in a language for which you do not have a good working knowledge, get it translated. First ask questions of the engager. Face-to-face translation provides you with the opportunity to ask questions.

Ask that your contract include information on tax and other deductions. Foreign worker tax payments can be very high.

If you choose to work under conditions where travel, accommodation and per diems are provided but not an artist fee, ensure that the date of your return ticket can be changed at no cost to you, otherwise, you will have no recourse if conditions have not met the terms of the contract.

A letter can serve as a contract; however, CADA/East recommends that you undertake a written contract itemizing each consideration.

### 10.3. Health & Safety

Contact the relevant embassy to learn required inoculations and do so well in advance of your departure. Talk to your doctor. Some vaccinations require specific time gaps between them. Expect to pay for inoculations and learn the cost well in advance so a nasty surprise won't jeopardize your plans.

If you are an Ontario resident with OHIP coverage, know your status with OHIP. Generally, OHIP coverage requires you to be physically present in Ontario for 153 days in any 12-month period in order to qualify for continuous coverage. Consult OHIP to determine whether you qualify for Mobile Worker status under OHIP. Attend to this well in advance.

This step is important less for your coverage out-of-country than it is for your coverage when you return. The amount of OHIP coverage for services provided while out of the country is very limited; therefore, you should consider obtaining supplementary insurance from a private insurance company.

Visit the Government of Canada Foreign Affairs and International Trade Canada Travel Reports and Warnings webpage for travel advisories on health and safety issues as well as the World Health Organization International Travel and Health page.

## 11. Copyright

### 11.1. Intellectual Property (IP) & Copyright

Your choreography is your intellectual property and copyright is the legal right to perform or copy it.

### 11.2. Legislation

Copyright in Canada is governed by federal legislation called the Copyright Act. At the time of writing, the Copyright Modernization Act C-11 is in effect. The Copyright Act organizes works into four categories: literary, dramatic, musical and artistic.

"Choreographic works" are included in the dramatic category.

Under the Copyright Act, exclusive rights are given to the copyright holder(s) for the right to perform the work (including excerpts of the work), reproduction of the work in any medium, distribution of the work and to create derivatives (any work that is derived from your work). Copyright generally lasts for 50 years after the death of the author, after which time a work is in “the public domain”.

Copyright law is the same throughout Canada and does not vary from province to province. Copyright is protected in over a hundred countries through means of international copyright treaties.

Legislation is often clarified through experience and precedents established in courts through litigation, resulting in “case law”. There is little case law around choreography, no doubt because there is so little money involved. Artists may value originality or the concept of individual voice, however, these are not really monetized concepts; copyright is driven more by the concept of revenues that can be generated by performances or copying.

In cases of collaborative creation, copyright would usually be shared. Write the agreement down and specify percentage ownership in the work. In cases where Dancers/Interpreters have contributed to the creation of choreography through improvisation or other means, usually they would not be considered co-choreographers, however, their contribution should be acknowledged in writing in program credits. Be mindful that the level of contribution and co-creation can be difficult to quantify and can change during production. (Authorship has been contested by dancers/contributors years after creation of a work.)

### 11.3. How is choreographic copyright established?

A work must be capable of being copyright-protected; capable means more than an idea, it's an expression of that idea. It must also be a new work. The work must be expressed in physical form and be fixated, or recorded. It is harder to think of fixation in an ephemeral form such as dance than in literary forms, however, videotaping is a way to fixate as is notating. Your copyright exists the moment your work is fixated in some way.

You don't have to register your copyright for it to exist. However, proving your copyright is another thing, therefore, registering copyright can be a good idea. You can register a work with the Canadian government through the [Canadian Intellectual Property Office](#). The cost is \$50.

To qualify for registration, the author must be a Canadian citizen or a person ordinarily resident in Canada, or a citizen or subject of or a person ordinarily resident in a country with which Canada has entered into a copyright treaty.

#### 11.4. Author vs. Owner

There is a difference between the author and owner of copyright. (We have already referred to the fact that a commissioner could be the copyright owner.) The author never changes; the owner can change. When a contract stipulates that the choreographic work be deemed, “Work made in the course of employment” (Canadian) or “work made for hire” (U.S. equivalent), be aware that you are selling your copyright, because work made as an employee in the course of employment is owned by the employer. For example, if you are a dance teacher employed by a school board, when you leave the particular school where you choreographed a series of dances, the board is the owner of the dances, not you – unless you have attended to your copyright by specifying your ownership in a contract. You are the author but not the owner in this example.

Keep in mind that in the Canadian professional dance community, employment is actually quite rare and self-employment is more often the norm. As discussed in other parts of this publication, know your employment status.

If you sell your copyright, you should receive significantly higher payment for your choreography than if you retain your copyright and license the use of the work. This is because you are forgoing any opportunity to generate revenue by licensing the work in the future. (Be aware that if you choose to sell your copyright, technically you are opening yourself to claims against you that you are infringing copyright should you make a subsequent work based on the work sold. You could be sued for self-plagiarism!)

Even in situations where you as a choreographer sell the copyright, as the author you retain moral rights. Exercising one’s moral rights requires the author’s approval before the work can be changed and used in association with a product or cause without the author’s permission. The law prevents the selling of moral rights; however, to get around this, contracts sometimes require that moral rights be waived.

#### 11.5. Copyright Ownership & Dance Companies

Given the above information regarding employment, where does that leave choreographers working within dance companies?

Technically speaking, a dance company could own the copyright for choreography made by its Artistic Director (when they are an employee) or any employed choreographer.

Clarify this. Practice in the dance community usually is that copyright resides with the choreographer and not the company, so that if the choreographer leaves, they can take their work with them. This requires clarification either in the form of a written Board policy or contractual agreement.

Even in cases where companies contract self-employed artists as opposed to employing artists, it is a good practice to clarify who owns the choreographic copyright.

Some possibilities:

- Work created by the choreographer is the property of the Engager, who retains the right to remount at any time;
- Work created by the choreographer is the property of the choreographer, who retains the right to remount or license the work to another party;
- Work created by the choreographer is the property of the Engager for a negotiated period of time and the right remains with the choreographer to remount or license the work to another party.

In general, CADA/East supports choreographers always owning copyright to their work.

#### 11.6. Royalties

Royalties can be calculated on a variety of formulas including percentage of production budget, box office revenue, per minute rate or flat fee. CADA/East supports per-minute rates for choreographic royalties and recommends \$6 per minute per performance. Given the small size of dance production budgets compared to most theatre and the relative financial precariousness of dance in general, a per minute rate is a known quantity that will support the choreographer and the producer. We also do so because it is simple and we understand that most self-producing dance artists want to spend more time choreographing than administering.

#### 11.7. Using Music

Understand the difference between “music for pleasure” and “music for your dance practice”. Purchasing a CD does not entitle you to use the music for your own profit - only enjoyment. (Believe it or not, the concept of profit includes dance performances.) You should not use another artist’s artistic product without them receiving a fee or providing permission. You can use music in a rehearsal for no charge.

Your first step as a choreographer planning to use music, whenever possible, is to ask the composer for permission. Search on the internet for the composer’s website or publisher. You may find that a royalty is waived or that the composer has set higher fees than the norm. Be aware that some publishers often have staff to search the

internet for mention of the composer's name and take action when illegal use is found. Store your email or written attempts to contact the composer.

If this is unsuccessful, your next step is to go to the website of the [Society of Composers, Authors and Music Publishers of Canada \(SOCAN\)](#) which administers the performing rights for music creators, collects licence fees and pays royalties.

There is no specific category for dance performances and they fall under [SOCAN Tariff 4.B.1. – \(Classical Music Concerts\)](#). If this seems too irrelevant to your practice, take a look around the tariffs and email SOCAN for guidance.

If you are using 4.B.1., you will download the form after the performance and complete it at that time. Go to the SOCAN site for the specifics; however, we would like to emphasize two things: 1) review this during pre-production while you are preparing your budget, and 2) clarify who is responsible for the payment of royalties and licences in your contract. (Please refer to Section 2.3.2.1 of this document.)

As previously stated, copyright generally enters the public domain 50 years after the death of the author or composer (however, there are exceptions to this). If you are using music in the public domain, you should not be subject to a fee, so be sure to make this clear to the venue. If you are presenting a mixed program, however, the producer or presenter will definitely add a surcharge to the tickets for SOCAN if it is a member of the Society.

This document does not provide an exhaustive overview of how choreographers can legally use music and we refer you to the SOCAN website for more information.

Teachers should be aware that use of music for teaching purposes falls under SOCAN Tariff 19. CADA/East refers you to [Dance Ontario](#), which has an excellent group licensing agreement: members can pay \$90 per year on top of their membership fee for SOCAN licensing.

#### 11.8. Choreographing From a Literary Source

There could be a difficult line to establish between being influenced by a literary work and basing a dance on the work. If you are basing a dance on a literary source, you need to obtain the necessary permission. Start by seeking the permission of the author. (See Music above.)

#### 11.9. Photographs of Your Work

The photographer owns the photograph and the choreographer owns the choreography. Clarify expectations of use prior to the photo shoot and write them down

in a letter of agreement or contract. You will likely want the photographer to assign or license you for use of the photographs (see Glossary). The agreement you make will likely influence the photographer's fee (i.e. if you want total use in perpetuity, expect to pay a higher fee.)

#### 11.10. Video on the Internet

Opinions vary about posting video clips on the internet; some choreographers are concerned that it makes their work rife for theft and others value it for visibility and/or audience-building. Once your work is out there on the internet, it is unrealistic to expect that you will be likely to control the use of the choreography, so make your decision based on your priorities. (See Using Music section also.) It is illegal to post a video using copyrighted music without a sync license.

11.10.1 Choreographers should obtain permission from anyone appearing in the video to use for promotional or social media purposes.

11.10.2 Consider looking into archiving and safely storing your videographed dances. [Dance Collection Danse](#)'s Archiving workshops and [Videocan](#), an online repository of Canadian performance, are good resources.

#### 11.11. Cultural Issues

It has already been noted that for copyright to apply to choreography, it must be a new work. Staging a traditional dance presents specific issues that should be addressed by the community in question. Come to an agreement before you start work and write it down. There should be appropriate consultation with community members and elders, as well as appropriate compensation for this time.

### 12. Termination

1. Required notice of termination will be negotiated between the Engager and Engagee prior to the engagement period and specified in the Agreement.

2. Under all circumstances of termination within the period of the engagement, if the Engager terminates the agreement, full compensation up to the date of termination must be paid to the Engagee.

3. Under circumstances considered without reasonable cause for termination:

- *Before the engagement period has begun:*

One month's notice will be required for either party to terminate the Agreement when termination occurs up to three months but less than a year in advance of the commencement of the engagement period.

Three months notice plus one week for every additional month, up to six months beyond a year, is required for either party to terminate the Agreement when termination occurs more than one year in advance of the commencement of the engagement period.

*- Once the engagement period has begun:*

If the Engager terminates the Agreement, the Engager is in breach of contract and must pay the Engagee 100% of the remaining value of the Agreement.

If the Engagee terminates the Agreement, the Engagee is in breach of contract and must pay the Engager 50% of their fees to the date of termination.

4. Under circumstances considered as reasonable cause for termination either before or after the engagement period has begun, and as long as least one prior documented warning discussion has occurred between the Engager and Engagee:

*- The Engager may terminate the agreement at any time and no further compensation to the Engager will be required.*

*- The Engagee may terminate the agreement at any time and no compensation to the Engager will be required.*

Note: When reasonable cause is in dispute, members may refer to Section 15 as an alternative method of settlement.

5. The following may be added to the Agreement:

*Force Majeure: In the case that the performance is rendered impossible or not feasible by an act or regulation of any public authority, civil turmoil, strike, epidemic, interruption or delay of transportation, facility, or any cause beyond the control of the Engager or Engagee, it is understood and agreed that there will be no claim for damages by either party to this Agreement. Should the Engager be prevented from fulfilling engagement obligations by any of these acts, the Engagee's obligations will be waived and the Engager will not be responsible for any payment due.*

### **13. Sex, Nudity, and Obscenity**

1. During an audition process no member of CADA/East will be required to disrobe in whole or in part.

2. No sex acts will be required of any member of CADA/East in any audition.



3. Actual sex acts will not be required of any member of CADA/East during rehearsals or performances, nor of any other person in any rehearsals or performances in which members of CADA/East take part.
4. Where nudity or sexually suggestive acts are required of a member of CADA/East in the course of a production, the member will be so advised in writing prior to signing the Agreement and stipulated in a rider attached to the Agreement.
5. When requirements for nudity or sexually suggestive acts arise in the course of rehearsal and the Engagee gives their consent, the requirements will be stipulated in a rider amending the Agreement.
6. When consent to requirements for nudity or sexually suggestive acts arising in the course of rehearsal is not given, there will be no reprisal against the Engagee.

#### **14. Discrimination and Personal Harassment**

##### 14.1 Personal Harassment

1. Harassment is subjection to any conduct or comment, which is known or ought to be reasonable to be known to be unwelcome or offensive, which creates an intimidating working environment, or which denies an individual dignity or respect. Harassment is prohibited on the grounds of sex, race, sexual orientation, racial or linguistic origin, creed, marital status, pregnancy, family status, age, disability, or citizenship as well as other prohibited grounds defined by law.
2. When such behaviour occurs, the offended party will make known to the harasser directly or indirectly that it is unwelcome behaviour. Should the behaviour continue, it will be reported to the Engager. The Engager has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible and to take appropriate action, up to and including dismissal, against any person violating this clause. A complaint will in no way prejudice the complainant's engagement.

##### 14.2 Sexual Harassment

1. Sexual harassment is defined as an incident involving unwelcome sexual advances, request for sexual favours, or other unwelcome verbal or physical conduct of a sexual nature,
  - When such conduct might reasonably be expected to cause offence or humiliation to another person or group of persons; or
  - When the submission to such conduct is made implicitly or explicitly a condition of work; or

- When submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
- When such conduct has the effect of interfering with a person's work or performance by creating a hostile or offensive environment.

2. Types of behaviour that constitute sexual harassment include, but are not limited to:

- Unwelcome remarks, jokes, innuendos, or taunts about a person's body, clothing, or sex, told or carried out after the individual has been advised that their actions are offensive or embarrassing;
- Insulting gestures of a sexual nature, or other behaviour which causes discomfort, awkwardness or embarrassment; or
- Displaying pornographic pictures or other sexually offensive materials in the specific environment in which the complainant is required to work; or
- Degrading remarks directed at members of one sex or sexual orientation; or
- Unnecessary and or persistent unwelcome physical contact; or
- Demands for sexual favours; or
- Unwelcome and inappropriate enquiries about a person's sex life.

3. When such behaviour occurs, the offended party will make known to the harasser directly or indirectly that it is unwelcome behaviour. Should the behaviour continue, it will be reported to the Engager. The Engager has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible and to take appropriate action, up to and including dismissal, against any person violating this clause. A complaint will in no way prejudice the complainant's engagement.

## 15. **Dispute Resolution**

### 15.1. Early Resolution

Members are encouraged to first attempt to resolve disputes themselves by the suggested process.

Complainants are encouraged to engage the respondent in communication which:

- Identifies and explains the problem to the respondent, including the desired outcome to solve the problem; and
- Provides an opportunity to the respondent to provide their perspective of the problem, including a proposed solution.
- When a complainant and respondent can engage in such a conversation, this may resolve the matter informally and effectively.
- Should an acceptable solution not be agreed upon, mediation may be a course taken by the complainant.

- The complainant, however, should never feel obliged to approach a respondent if addressing the respondent could lead to an escalation of the dispute to an unwanted outcome. In such cases, mediation may also be a course taken by the complainant.

## 15.2 Mediation

If a dispute cannot be resolved by steps taken in 15.1, artists should seek mediation and dispute resolution services from an appropriate provider. We recommend Generator's [resource on community accountability and legal support for artists.](#)