

Simple Production License

THIS AGREEMENT, made this _____ day of _____, 20____, (“Effective Date”), by and between _____ (“Theatre”) and _____ (“Author”):

1. (a) The author is the creator of the copyrighted play entitled _____ (“Play”), which Theatre desires to present as part of its _____ season. Upon the following mutual terms, covenants, and considerations, the Author hereby grants the Theatre this license to present the Play.
(b) The Theatre represents and warrants that it is organized and operated as a _____ theatre, as that term is generally understood in the industry. Its actors and directors _____ [are] [are not] paid for their services in connection with the Theatre’s production. [Theatre does not operate under a contract with Actors’ Equity Association.] [Theatre operates under the Actors Equity Association contract known as _____.] The Theatre further understands that the terms of this agreement and the author’s grant of a production license are based upon said representation.
2. Theatre will present the play commencing on or about _____ for [a run of _____ consecutive performances through _____] [an open-ended run of _____ evening and _____ matinee performances per week]. All performances will take place at the Theatre’s primary facility located at or about _____.
3. [Alternative for flat fee royalties: Theatre will pay to the Author nonrefundable royalties of _____, for _____ [each performance] [the full run consisting of _____ performances]. Said royalties will be due and payable not less than _____ days before the first public performance, regardless of whether same is labeled as a preview. Royalties will be due for all public performances, regardless of whether admission is charged.]
[Alternative for guaranteed royalties plus a percentage: Theatre will pay to the Author nonrefundable advance guaranteed royalties of _____, which will be due and payable upon the signing of this agreement. In addition, Theatre will pay to the author the sum of _____ percent of gross weekly ticket sales (as further defined) for all performances, after first deducting all guaranteed royalties heretofore paid. Gross ticket sales will be defined as to the total of all weekly ticket sales, from all sources whatsoever. Royalties will be paid weekly and will be due on the Wednesday following the week in which they are earned. Royalties will be due and payable for all attendees at all public performances, regardless of whether admission is charged to the attendee. In the event the theater elects not to charge admission for any attendee or performance, royalties will be computed as follows: Theatre will count attendance at the free performance and pay royalties as if the attendees had all purchased their tickets at the highest ticket price for that type of performance—matinee, evening, Saturday, etc. Theatre will accompany each royalty payment with a detailed box office statement, certified by the treasurer and the producer attesting to the accuracy of ticket sales and attendance so reported. The author or his representative may further inspect the books of

the theatre during normal business hours to verify the accuracy of all royalty payments and box office statements. Notwithstanding the foregoing, no admissions will be charged for attendance by the bona fide press and no royalties will be payable thereon.]

4. Theatre will not make any changes, alterations, and/or omissions to the Play, from the author's manuscript, without the author's written consent. The Theatre will take reasonable steps to advise its artistic personnel of its obligation in this respect.

5. Any changes, alterations, suggestions, or additions to the Play, to which the author consents, will become the author's sole property, regardless of who contributed such changes or suggestions. Author may, at [his] [her] sole discretion, incorporate same, or any portion of same, into [his] [her] copyright, as well as into future productions and/or publication of the Play without owing compensation to anyone. Theatre will take reasonable steps to advise its artistic personnel of its obligation in this respect.

6. (A) Theatre agrees to hold Author harmless for any material copyrighted and/or owned by others used in its production of the Play and to obtain permission for and pay any fees as may be necessary for same. Theatre will indemnify and hold Author harmless from any liability occasioned by Theatre's failure to secure said permissions.

(B) Author hereby represents and warrants that [he] [she] is the sole creator of the Play; that no part of it, to [his] [her] knowledge, infringes upon or violates the rights of other persons or entities; or infringes upon or violates the rights or privacy or publicity of any other persons or entities; that there are no claims or liens against the Play which would prevent theatre's production thereof; and that [he] [she] has the full right and authority to enter into this license. Author further agrees to indemnify and hold Theatre harmless for any breaches of this paragraph.

7. Theatre may photocopy Author's manuscript, at its own expense, for distribution to its artistic and production personnel, solely in connection with this run of the Play. Theatre may make only as many copies of the manuscript as are necessary for its production. No copies of the manuscript may be distributed, sold, or given away to the general public or persons not directly connected with Theatre's production, without the Author's express written consent.

8. This license is on a nonexclusive basis.

9. (A) The author will receive prominent billing credits in all programs, advertising, and publicity within the theatre's control in a type size not less than _____ percent of the title substantially as follows:

“

A play by _____”

(B) Upon notice by the Author of an error in _____[his] [her] billing credit, the Theatre will promptly rectify said error.

10. The author reserves all rights not expressly granted to the theatre by this agreement. This Agreement does not, expressly or by implication, grant to the Theatre any implied or ancillary rights, subsidiary or merchandising rights. Theatre is acquiring merely a simple license to present the play or the number of performances and during the time period stated in paragraph two above.

11. Except as specified in paragraph 12 below, Theatre will not, for any reason, make, cause, or allow any recording of the Play, or excerpt thereof, by audio, videotape, or other means, by itself, its personnel, or any other individual or organization without the Author's express written consent. In all its programs and by announcement prior to each

performance, Theatre will notify its patrons that all recordings, by audio, videotape, or other means, are expressly forbidden. Recordings “for the archives” are specifically prohibited, regardless of the means by which they are made.

12. Notwithstanding paragraph 11 above, the Theatre may authorize an excerpt from the Play, not to exceed 300 (Three Hundred) seconds, to be recorded/filmed by a commercial or public radio or television station, for the sole purpose of publicizing the production of the Play, provided, however, that the Theatre will receive no compensation, or profit, directly or indirectly, for authorizing any such radio or television presentations. Any such excerpt may not include material that may require the permission of persons other than the Author.

13. Author may attend all performances without cost and will be entitled to _____additional complimentary tickets for each performance during the run. Author may, in addition, attend all rehearsals of the Play.

14. In the event that the Theatre desires the Author to attend rehearsals and/or performances of the Play, or to otherwise appear in its community for publicity or other purposes, the Theatre will compensate the Author for the expenses of reasonable travel and accommodations, in the amount of _____, which will be payable not less than fourteen days prior to the desired appearance date(s).

15. Theatre will provide Author with a minimum of _____copies of all promotional/publicity material, including press releases, flyers, posters, and programs; _____sets of production photographs; _____copies of all newspaper and magazine articles regarding its production; and _____copies of all review not later than _____days after the final performance.

16. This document constitutes the entire agreement between the Theatre and the Author and may not be modified, except by an instrument in writing, signed by both parties. All disputes will be resolved through arbitration to be held in _____, State of _____, by a professional arbitrator, in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall require the losing party to pay the reasonable costs and attorney’s fees of the prevailing party. Any court of competent jurisdiction may enter judgment upon the arbitrator’s award.

17. Notices and correspondence hereunder will be sent to the parties at the following addresses:

Author:_____

Theatre:_____

IN WITNESS WHEREOF, each of the parties has signed this contract as of its Effective Date herein above stated.

_____(Author)

_____(Date of signing)

_____(Theatre)

By:

_____ (Authorized officer)

_____ (Date of signing)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.