

Simple Production License (sample adapted from AACT forms library, May, 2014)

update 5/11/2014

THIS AGREEMENT, made this _____ day of _____, 20____, (“Effective Date”), by and between _____ (“Theater”) and Lucinda Lawrence and Robert Picklesimer (“Author”):

1. (A) The Author is the creator of the copyrighted Play entitled 1787 the Musical (“Play”), which Theater desires to present as part of its _____ season. Upon the following mutual terms, covenants, and considerations, the Author hereby grants the Theater this license to present the Play.

(B) The Theater represents and warrants that it is organized and operated as a _____ Theater, as that term is generally understood in the industry. Its actors and directors _____ [are] [are not] paid for their services in connection with the Theater’s production. [Theater does not operate under a contract with Actors’ Equity Association.] [Theater operates under the Actors’ Equity Association contract known as _____.] The Theater further understands that the terms of this agreement and the Author’s grant of a production license are based upon said representation.

2. Theater will present the Play commencing on or about _____ for [a run of _____ consecutive performances through _____.] [an open end run of _____ evening and _____ matinee performances, per week.] All performances will take place at the Theater’s primary facility located at or about _____.

3. [Flat fee royalties **license fees**: Theater will pay to the Author nonrefundable royalties of _____ dollars (\$_____), for {each performance} {the full run consisting of _____ performances}. Said royalties **license fees** will be due and payable no later than _____ days before the first public performance, regardless of whether same is labeled as a preview [date – prior to distribution of performance materials / expiration of offer] Royalties **license fees** will be due for all public performances, regardless of whether admission is charged **non-refundable, regardless the ticket price and regardless whether or not the performances actually take place, though re-scheduling of the performances or performance dates may be negotiated with the Author. Promotional partial performances for marketing purposes, as well as invited dress rehearsal(s) prior to the first scheduled performance, do not require additional license fees.] **By way of example, the current promotional launch licensing is \$1500 for up to 8 scheduled full performances within a 2-week period, regardless the venue and number of ticket sales. Additional number of performances and extended run period are negotiable.****

[Alternate]

3. [Guaranteed royalties plus a percentage: Theater will pay to the Author nonrefundable

advance guaranteed royalties of _____ dollars (\$ _____), which will be due and payable upon the signing of this agreement. In addition, Theater will pay to the Author the sum of _____ % 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: Theater 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. Theater 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][her] representative may further inspect the books of the Theater 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. Theater will not make any changes, alterations, and/or omissions to the Play, from the Author's manuscript, without the Author's written consent. The Theater 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. Theater will take reasonable steps to advise its artistic personnel of its obligation in this respect.

6. (A) Theater 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. Theater will indemnify and hold Author harmless from any liability occasioned by Theater'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 Theater'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 Theater harmless for any breaches of this paragraph.

7. Theater 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. Theater may make only as many copies of the manuscript as are necessary for its production. **For copyright compliance, [n]o hard** copies of the manuscript may be distributed, sold, or given away to the general public or persons not directly connected with Theater's production, without the Author's express written consent. **Digital format versions of the manuscript are to**

be afforded copyright protection, accessed only by authorized personnel for the purpose of printing the original script and score, from which hard copies are made. Any digital file of the manuscript cannot be kept.

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 Theater's control in a type size not less than _____ 50 % of the title substantially as follows:

"1787 the Musical A play by Lucinda Lawrence and Robert Picklesimer"

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

10. The Author reserves all rights not expressly granted to the Theater by this agreement. This Agreement does not, expressly or by implication, grant to the Theater any implied or ancillary rights, subsidiary or merchandising rights. Theater is acquiring merely a simple license to present the Play or the number of performances and during the time period stated in paragraph 2 above.

11. Except as specified in paragraph 12 below, Theater 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, Theater 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 Theater 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, the Theater 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 complementary tickets for each performance during the run. Author may, in addition, attend all rehearsals of the Play.

14. In the event the Theater 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 Theater will compensate the Author for the expenses of reasonable travel and accommodations, in the amount of _____, which will be payable no later than fourteen days prior to the desired appearance date(s).

15. Theater 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 Theater 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 _____ County, 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 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: _____

Theater: _____

18. THIS AGREEMENT, in effect upon receipt of the signed agreement and payment in full, generates the process by which licensed materials will be processed for distribution in a timely manner.

19. THIS AGREEMENT secures a 45-minute travel radius buffer, beginning one week prior to the first performance and extending until one week after the last performance of the production run, for any licensed performance by another Theater, except in the case that all parties agree in writing.

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

(Author)

(Date of signing)

(Theater/Company)

By:

(Authorized officer)

(Date of signing)