

## Play Licensing Agreement

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Agreement made this day, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ ("The Producer") and \_\_\_\_\_ ("The Playwright"). The Producer and the Playwright agree to the following with respect to the play entitled "How Are You?" ("The Play").

**1. Grant of Right:** The Playwright hereby grants the Producer the right to produce and present a production of the play for \_\_\_\_ performances from \_\_\_\_\_ [opening date] to \_\_\_\_\_ [closing date] at \_\_\_\_\_ [name of theatre].

### **2. Compensation**

- a. In consideration for the right to produce The Play, The Producer agrees to pay The Playwright \$12 as a flat rate [12 x number of performances] payable as follows; \$\_\_\_\_\_ [at least half the amount of the total sum] upon execution of the agreement no later than the first day of rehearsal AND \$\_\_\_\_\_ [the remaining sum] no later than the close of the last performance AS WELL AS 8% of box office revenue during the performance run.
- b. The Producer will also pay \$5.40 for every printed script required for the production, paying a minimum of \$16.20 for three scripts [one for each actor required].
- c. Along with the final payment, The Producer, agrees to furnish the Playwright with a statement that includes: [a] the number of performances, [b] the dates of performances, [c] the number of tickets used at each performance, and [d] the price of tickets sold.

- d. In no instance shall the total payment be made later than seven [7] days after the close of the last performance.
3. **Warranties:** Both parties warrant and represents that they have the full and complete right to permit such a production of The Play.
4. **Indemnification:** Both parties agree to indemnify the other against any losses (other than loss of profit), costs, expenses (including reasonable attorney fees), damages and recoveries caused by any breach of their respective representations and/or warranties made herein. The forgoing indemnity shall apply only to matters finally judicially determined or settled, with the other party's prior written approval, such approval not to be unreasonably withheld.
5. **Playwright's Rights:** Any violation of this paragraph 5 will be sufficient cause for the Playwright to immediately terminate all rights The Producer hereunder without penalty or damages to the Playwright.
  - a. Script Approval: The Producer agrees that it will not make or permit to be made any addition, omission, and/or alteration to The Play (including the title, dialogue, and stage directions) without prior written consent from the Playwright. Any change of any kind whatsoever made by the Producer or any third party and which is acceptable by the Playwright shall be the property of the Playwright, free and clear of all liens and encumbrances, and the Playwright shall not be obligated to make any payments to any person(s) who make or suggest any changes in the Play.
  - b. Right to be Present: The Producer acknowledges that the Playwright shall have the right to attend all casting sessions and rehearsals, as well as all previews and the Official Opening of the Play.

- c. Artistic Approvals: The cast, director, and designers, including their replacements and understudies, shall be subject to the mutual approval of the Playwright and the Producer, such approval not to be unreasonably withheld by either party.
  - d. Materials: Prior to the closing date of the Play, the Producer shall deliver to the Playwright a neat and legible script of the Play as presented in the form of a production book. The Producer will also provide a copy of all marketing materials used in conjunction with the Play and any press clippings (including any reviews) regarding the Play.
6. **Billing Credit**: The Playwright shall receive billing credit in all programs advertising and publicity for the Play under the control of the Producer. No Person shall receive billing larger or more prominent than The Playwright. The Playwright's billing shall be on a line by itself, immediately after the title of the Play as portrayed below

**How Are You?**

**A Play by Kelsey Anne Lovelady**

The Playwright shall also receive a biography in any program where any other biography appears. The following can be used for the Playwright's biography for the convince of the Producer.

**Kelsey Anne Lovelady was born in Billings, Montana and grew up in Bozeman. At fifteen her family moved to Shawnee Mission, Kansas. She stayed there from her Junior year of high school up until she graduated from Johnson County Community College with her Associate of Arts Degree in Arts and Science. She graduated from the University of Wyoming with her B.F.A. in**

**Musical Theatre and her Minor in Writing.**

**At the age of fourteen, Kelsey was diagnosed with the rare bone marrow disorder, Aplastic Anemia. She went through intense Anti-Thymocyte Globulin (ATG) therapy for the first time when she was fifteen at the Children's Hospital in Aurora, Colorado. Her second ATG therapy procedure happened when she was nineteen at the Children's Mercy Hospital in Kansas City.**

No casual or inadvertent failure to comply with the provisions of this paragraph shall be deemed a breach of this Agreement unless the Producer does not remedy the mistake promptly upon the Producer's receipt of notice from the Playwright.

7. The Producer shall not allow the Play to be recorded or broadcast (on television, radio, internet, or otherwise) without the prior written consent of the Playwright.

Notwithstanding the following. [Choose all that may apply]

The Producer shall have the right to authorize one or more radio and/or television presentations of excerpts from The Play, not to exceed 7 minutes in the aggregate for the sole purpose of publicizing the Play; provided, however, that the Producer shall receive no compensation or profit, directly or indirectly, except out-of-pocket expenses, for authorizing any such radio and television presentation.

The Producer shall have the right to create one (1) archival tape of this production. The recording shall be kept in \_\_\_\_\_

(e.g. educational institution's library, museum) and is not to be removed from that location.

[ ] Other: \_\_\_\_\_

It is expressly understood and agreed that the Playwright shall receive a copy of any and all recording(s) of the Play, to be used for only self-promotional, non-commercial purposes.

**8. Reservation of Rights:** The Playwright is the sole owner of the copyright of the Play, and all right in the Play not expressly granted to the Producer in the Agreement are reserved to the Playwright for the Playwright's sole use.

**9. Assignment:** Neither party shall sign this Agreement or its rights arising hereunder without prior written consent if the Playwright.

**10. Choice of Law:** The laws of the state of Wyoming shall govern this contract

**11. Dispute Resolution:** The Parties agree that any claim, dispute or controversy arising between the Playwright and the Producer under or in connection with the Agreement shall be submitted to arbitration in the state of Wyoming. In a claim for unpaid royalties, the prevailing party will be awarded the reasonable legal expenses, paid by the losing party. Judgement upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

**12. Entire Agreement:** This is the entire Agreement between the Playwright and the Producer. It shall not be amended or modified except by a written agreement signed by the Parties.

**13. Section Headings:** The section headings in this agreement are for identification purposes only and shall not affect the interpretation of this Agreement.

**14. Miscellaneous:**

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Signed this day \_\_\_\_\_ by \_\_\_\_\_ (The Producer)

Signed this day \_\_\_\_\_ by \_\_\_\_\_ (The Playwright)