

## DRAMATIC PRODUCTION RIGHTS AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between CHERRIE MORAGA whose business address is 3542 Fruitvale Avenue #129, Oakland, CA 94602 (herein called "Playwright"), and the producing Educational Institution/Theater/Community Organization \_\_\_\_\_ located at \_\_\_\_\_

\_\_\_\_\_ (herein called "Producer").

### RECITALS

WHEREAS, Playwright is author of the play (herein called the "Work") with the title: " \_\_\_\_\_," which Producer would like to have presented and/or produced; and,

WHEREAS, Producer is a theatrical producer who would like to individually mount a production of Playwright's Work,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

- 1) Grant of Production Rights: Subject to the terms and conditions below specified, Playwright hereby grants to Producer an exclusive license to produce and/or present a production of the Work on the spoken stage in the city/area of \_\_\_\_\_ with living actors in the immediate presence of the audience.
  - a) The opening shall take place at \_\_\_\_\_ (name of theater space) beginning no later than \_\_\_\_\_ (date) and ending no later than \_\_\_\_\_ (date).
  - b) The Director of the Play shall be subject to Playwright's approval, which shall not be unreasonably withheld.
  - c) Producer shall not make, or allow any changes in, or additions or deletions to the Work without Playwright's prior written consent.
  - d) The license herein granted shall continue to run for the full length of the production, initiated on or before the date set out in sub-paragraph (a) above, and through the close of the scheduled run on \_\_\_\_\_ (date).
- 2) Advance: \_\_\_\_\_ No later than two weeks before the scheduled opening on \_\_\_\_\_ (date), Producer shall pay Playwright the sum of \_\_\_\_\_ dollars (amount shall be equal to at least half of royalties due at the close of the Work's run) as a non-refundable advance against Author's license fee set out below:
- 3) License Fee and Royalty: As a fee for this license, Producer shall pay Playwright a sum equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per performance of the subject Work. The balance of royalties due for the entire run shall be paid within four weeks of the close of the run, and shall be accompanied with a Statement listing the dates of each and every performance.

- 4) Playwright Credit: Playwright shall receive appropriate billing credit as the author of the Work in all media under Producer's control. The prominence of the credit shall, with respect to size of type and otherwise, be equal to or greater than that accorded to the Director of the production of the Work.
- 5) In addition, Producer, in its program, shall provide a billing credit to the original producer of the Work.

(Example: "Watsonville- Some Place Not Here" was originally produced in 1996 by Brava! for Women in the Arts of San Francisco, Artistic Director, Ellen Gavin.)

- 6) Subsidiary Rights and/or Options: This License makes no provision for any Subsidiary Rights or Options for Producer hereunder.
- 7) House Seats: Producer shall provide Playwright no fewer than two (2) complimentary pairs of tickets to each official opening of the Work produced under the grant of rights provided herein, and shall provide up to two professional complimentary house seats during any performance of the Work, provided Playwright makes each request for such tickets upon reasonable notice,
- 8) Copyright: Producer shall not commit or authorize the commission of any act whereby the copyright in the Work may be impaired.
- 9) Reservation of Rights: All rights in the Work other than those herein expressly granted to Producer are reserved by Playwright, for the future use and disposition at all times without requiring Producer's consent.
  - a) Notwithstanding the above reservations of rights, Producer shall have the right to authorize one or more radio and/or television presentations of excerpts from Producer's production of the Work (each such presentation not to exceed fifteen (15) minutes for the sole purpose of exploiting and publicizing the production of the Work, providing Producer receives no compensation or profits (other than reimbursement for out of pocket expense) directly or indirectly, for authorizing such radio or television presentation.
- 10) Playwright's Representations: Playwright represents and warrants that the Work is Playwright's original work, and does not infringe on the copyright of any other person; that Playwright has the right to grant all rights granted herein; and that Playwright will indemnify and hold harmless Producer, and Producer's successors and/or assigns, against any claims, suits, losses or costs, including attorney's fees, sustained by reason of any material breach of these warranties.
- 11) Force Majeure: If Producer should be prevented from opening or continuing any production of the Work, or exercising any option hereunder, due to epidemic, fire, strike, labor dispute, governmental order, act of God, riot, illness or any other cause beyond Producer's control, such prevention or interruption shall not be deemed a breach of this agreement or cause a forfeiture of Producer's rights hereunder, and the time by which the first paid public performance or exercise of an option must take place shall be extended accordingly; provided

that if a failure to exercise any option, or any prevention or interruption of production due to any such cause shall continue for sixty (60) days, then Author shall have the right to terminate Producer's production or option rights (as the case may be) by written notice to Producer,

- 12) Right of Assignment: There is no right of assignment under this agreement.
- 13) Construction: This Agreement shall be construed and enforced pursuant to the laws of the State of California.
- 14) Integration; Modification; Waiver: This is the entire agreement of the parties. No modification of this Agreement shall be valid unless made in a writing signed by the parties. No waiver shall be deemed to be a continuing one.
- 15) Mediation and Arbitration: All disputes arising out of this Agreement shall be submitted to mediation in accordance with the rules of Arts Arbitration and Mediation Services; a program of California Lawyers for the Arts. If mediation is not successful in resolving the entire dispute, any outstanding issues shall be submitted to final and binding arbitration in accordance with the rules of that program. Such mediation or arbitration may be effected by phone if necessary. In the event of an arbitration, the arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of this agreement.

IN WITNESS WHEREOF, Playwright and Producer have set their hands as of the day set out above:

\_\_\_\_\_(date)\_\_\_\_\_  
(signature)

\_\_\_\_\_(date)\_\_\_\_\_  
(signature)

Cherríe L. Moraga Playwright

\_\_\_\_\_  
Name/Title Producer or Authorized Agent