

American Association of Community Theatre  
**AACT NewPlayFest 2026 | Playwright Contract**

This agreement between \_\_\_\_\_ (“Playwright” – whether singular or plural) regarding the play submitted to AACT NewPlayFest entitled \_\_\_\_\_ (“Play”), and the American Association of Community Theatre (“AACT”).

1. Playwright warrants and certifies:
  - a. The Play has not received a fully realized production.
  - b. The Play has not been published.
  - c. The decision of AACT in the selection of the winning plays is final.
2. Should the Play be a winner in AACT NewPlayFest:
  - a. The Playwright will grant a license to the AACT NewPlayFest Producing Community Theatre (“Producer”) selected to perform the Play for a royalty of \$75 per performance, with a minimum of three (3) performances. These performances will take place between June 2025 and December 2026.
  - b. The Playwright agrees to participate in person to workshop the script with the director and cast. The workshop will be facilitated by an AACT-selected Dramaturg. The workshop will last at least three (3) days and be held three (3) or more weeks prior to opening night of the Play. The Producer will provide the Playwright with housing and transportation (at reasonable costs) for the workshop.
  - c. Agrees the Producer will produce Play as submitted to AACTNewPlayFest, with no changes, alterations, additions, and/or omissions to Play without the written mutual consent of the Producer and the Playwright. All such changes shall become the sole and exclusive property of the Playwright.
  - d. The AACT NewPlayFest production will be the world premiere, and the Producer will receive “Original Production” credit in any future publication of the Play.
  - e. The Playwright understands the Producer is committed to providing full production values, based on its resources, and AACT is not responsible for the quality or artistic decisions of the Producer, therefore releasing AACT, its officers, board, employees, and volunteers from any liability therefore.
  - f. The Playwright agrees that AACT and/or the Producer may tape, photograph and/or record an excerpt of the Play, not to exceed seven (7) minutes, and use this to promote the Play’s performance and AACT NewPlayFest in the future. Publication includes newsletters, grant proposals, and other publicity, upon the condition that no party shall receive payment for such use, except for out-of-pocket expenses. Playwright agrees to cooperate with AACT and Producer in publicizing AACT NewPlayFest and the Play.
3. The Playwright acknowledges that AACT has contracted with Dramatic Publishing Company (“Publisher”) to publish an anthology (“Anthology”) of the AACT NewPlayFest winning plays. The Playwright agrees to be bound by the conditions of this joint Dramatic Publishing Company and AACT agreement (“Publishing Agreement”), which is attached hereto as an exhibit and part of this agreement.
4. Playwright further represents, warrants, and certifies:
  - a. None of the material contained in the Play, nor the exercise of the rights granted herein or in the Publishing Agreement, infringes upon or violates any copyright or any other right of any person, firm, or corporation, and that the said Play contains nothing libelous, slanderous, or unlawful, and that the Playwright alone has the power and authority to grant the rights herein purported to be granted, and that there is not now and there will not be during the term hereof any valid or outstanding right, title, interest, claim, encumbrance, or agreement in connection with the Play or the rights herein granted which would prevent or hinder AACT or the Publisher from the full exercise of all rights granted herewith, and that the Playwright will do nothing either by omission or commission, to prevent or hinder AACT, the Publisher, or the Producer from the full exercise of all rights granted herein;
  - b. The Playwright will defend, indemnify, and hold harmless AACT, the Publisher and the Producer from and against any monetary losses or other losses whatsoever, including reasonable attorney’s fees, caused by reason of the breach of any agreement and/or representation made herein by the Playwright.

5. Should the Play be a winner in the AACT NewPlayFest, the Playwright hereby grants to Dramatic Publishing Company the complete, sole, and exclusive right throughout the world:
  - a. To publish the Play in the AACT NewPlayFest Anthology of the winning plays in such form and style as is customary for the Publisher;
  - b. To lease and license, for at least two (2) years, the stock and amateur performance rights in and to the Play and/or parts thereof (understood to mean whole, unedited excerpts of the Play) for, but not limited to, recitations, competitions, and public readings;
  - c. To publish portions of the Play up to 1,500 words in collections of readings;
  - d. To authorize and license any and all reprint editions of the Play, or parts thereof, by other publishers;
  - e. To make the text of the Play in the Anthology available for purchase online via the Internet and all other media now known or hereafter discovered. It is further agreed that the aforementioned online versions may be made available for viewing on the Publisher's website(s) and/or distributed through other websites and may be made available in such downloadable format as the Publisher deems appropriate. The Publisher shall also have the right to post excerpts from the Play on the Publisher's website(s) (no more than 10 pages or one scene or whatever portion the Playwright and the Publisher deem appropriate) for advertising and/or promotional purposes;
  - f. To authorize translations of the Play into foreign languages, lease and/or license performances in foreign languages, authorize the licensing and/or publication of the Play by publishers in other countries, and authorize translations into sign language and transcriptions into Braille.
6. The Playwright shall not have the right to assign the agreement nor the rights hereunder without the written permission of AACT and/or the Publisher, as appropriate.
7. All notices, moneys, and statements due to the Playwright hereunder shall be sent and/or paid to the Playwright at the address below. It is the responsibility of the Playwright to advise AACT and the Publisher of any change of address and/or representation.
8. If the Playwright has written subject matter outside their cultural background, the AACT Dramaturg may initiate discussions to bring in appropriate cultural advisors. If the Playwright has already consulted others, the Dramaturg may advise more be done to consult with outside cultural representatives.
9. If an unforeseeable cataclysmic event or Act of God prevents the Producer from performing the Play on the original dates agreed to with AACT, one of two courses of action will be pursued prior to canceling the performance: (1) AACT will negotiate with the Producer to set new performance dates with a year's time of the original dates, or (2) if the Producer is entirely unable to follow through with performances, AACT will seek an alternative theatre to take over the production. If neither of these approaches results in a performance of the Play, AACT will pay the playwright for the rights he or she would have received for four (4) performances, and include the play in its NewPlayFest cycle's anthology published by Dramatic Publishing Company.
10. AACT is an inclusive and diverse organization. If any member of the Producing Theatre's staff or the Playwright engages in unlawful conduct, publicly expresses racist or sexist views, or creates an unsafe work environment, AACT reserves the right to immediately and irrevocably cancel the contract with either party. AACT makes the final decision as to what constitutes misconduct.

AACT agrees to:

1. Conduct the national NewPlayFest contest, including the use of qualified and diverse reviewers, tabulation of scores, and announcement of selection of producing theatres and winning scripts/playwrights.
2. Negotiate participation and support of AACT NewPlayFest Program Partners: Dramatic Publishing Company and the Jack K. Ayre and Frank Ayre Lee Theatre Foundation.
3. Select qualified AACT member theatres to provide fully realized productions of the winning plays.
4. Execute contracts with producing theatres and winning playwrights.
5. Facilitate workshopping of the scripts by providing a qualified dramaturg to guide theatres and playwrights through the process.

6. Compile and publish a calendar of AACT NewPlayFest productions.
7. Provide national promotion via websites, e-promos, social media, and new releases.
8. Provide news release templates and guidance (as needed) for local promotion.
9. Send one or more national AACT representatives to the opening festivities to add credibility and prestige to the occasion. This representative will be available to meet with producing theatre management, staff and patrons, and will participate in media opportunities as needed.
10. Promote sale of the AACT NewPlayFest anthology containing the winning scripts.

This agreement is validated by the authorized signatures of the parties hereto.

\_\_\_\_\_  
 Playwright's Signature(s) If authorship is shared, all playwrights must sign.

\_\_\_\_\_  
 Printed Name(s)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Playwright designated to receive payment

\_\_\_\_\_  
 Social Security # for any payments

\_\_\_\_\_  
 Playwright's Street Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Playwright's Email Address

\_\_\_\_\_  
 Playwright's Primary Phone Number

\_\_\_\_\_  
 Quiana Clark-Roland, Executive Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Phone

# The Dramatic Publishing Company

## *Fine Plays Since 1885*

THIS AGREEMENT, entered into this 14 day of June, 2022, by and between the American Association of Community Theatre (hereinafter sometimes called "AACT"), party of the first part, and THE DRAMATIC PUBLISHING COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes called the "Publisher"), party of the second part:

### WITNESSETH, THAT:

WHEREAS, AACT is conducting a new plays program called AACTNewPlayFest, for which they are soliciting original plays to be staged by member theatres, and;

WHEREAS, AACT will compile a collection of a minimum of five (5) full-length dramatic works (hereinafter sometimes called the "Plays") which will be published in a series of anthologies (hereinafter sometimes called the "Anthologies"), and;

WHEREAS, AACT and the Publisher will work together in a long-term effort to bring awareness of the new plays program and the writers by publishing the Anthologies and acting editions of selected individual plays within the Anthologies and leasing and/or licensing the performance rights to each of the Plays therein, and;

WHEREAS, the Publisher will have the exclusive right to publish each of the Anthologies until 2032, and;

WHEREAS, AACT shall require as a condition of selection that the author of each winning play (hereinafter sometimes called the "Author," whether singular or plural) will be bound by the conditions of this agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties hereto covenant and agree, each with the other, as follows:

1. AACT and the Author hereby represent, warrant, and agree each with respect to their individual contribution to the Anthology that:

(a) None of the material contained in the Plays in the Anthologies, nor the exercise of the rights granted herein, infringes upon or violates any copyright or any other right of any person, firm or corporation, and that the said Plays contain nothing libelous, slanderous or unlawful, and that AACT alone has the power and authority to grant the rights herein purported to be granted, and that there is not now and there will not be during the term hereof any valid or outstanding right, title, interest, claim, encumbrance, or agreement in connection with the Plays or the rights herein granted which would prevent or hinder the Publisher from the full exercise of all rights granted herewith, and that AACT will do nothing, either by omission or commission, to prevent or hinder the Publisher from the full exercise of all rights granted herein;

(b) AACT will defend, indemnify and hold harmless the Publisher from and against any monetary losses or other losses whatsoever, including reasonable attorney's fees, caused by reason of the breach of any agreement and/or representation made herein by AACT.

2. AACT hereby grants to the Publisher the complete, sole and exclusive right throughout the world:

(a) To publish and sell physical and/or electronic/digital acting editions of the Anthologies of winning plays in such form and style as is customary for the Publisher. The Anthologies shall include at least one page describing AACT and AACTNewPlayFest, such text to be provided and/or approved by AACT;

(b) To lease and license the stock and amateur performance rights in and to each of the Plays and/or parts thereof (understood to mean whole unedited excerpts of the Plays) for, but not limited to, recitations, competitions and public readings;

(c) To publish portions of each of the Plays up to 1,500 words in collections of readings;

(d) To authorize and license any and all reprint editions of each of the Plays, or parts thereof, by other publishers;

(e) To make the text of the Plays in the Anthologies available for purchase online via the Internet and all other media now known or hereafter discovered. It is further agreed that the aforementioned online versions may be made available for viewing on the Publisher's website(s) and/or distributed through other websites and may be made available in such downloadable format as the Publisher deems appropriate. The Publisher shall also have the right to post excerpts from each of the Plays on the Publisher's website(s) (no more than 10 pages or one scene or whatever portion the Author and the Publisher deem appropriate) for advertising and/or promotional purposes;

(f) To authorize translations of each of the Plays in the Anthologies into foreign languages, lease and/or license performances in foreign languages, authorize the licensing and/or publication of each of the Plays by publishers in other countries, authorize translations into sign language and transcriptions into Braille.

3. The Publisher covenants and agrees to:

(a) Publish each Anthology physically and/or digitally within nine (9) months of the date of this agreement and/or the Publisher's receipt of the final version of the manuscript of each of the Plays in the Anthology, whichever is later, sell copies of it, license amateur and/or stock performances of each of the Plays and/or parts thereof, and register it for copyright in the United States of America;

(b) Provide AACT and each of the Authors with three (3) complimentary copies of each of the published Anthologies; thereafter AACT has the option of purchasing additional copies at a discount of forty percent (40%) and the Authors have the option of purchasing additional copies at a discount of thirty-three and one-third percent (33 1/3%);

(c) Pay to the Author of each Play a royalty of eighty percent (80%) of all moneys actually collected and retained by the Publisher from the leasing and licensing of the amateur performance rights in and to the Play and/or parts thereof;

(d) Pay to the Author of each Play a royalty of ninety percent (90%) of all moneys actually collected and retained by the Publisher from the leasing and licensing of the stock performance rights in and to the Play and/or parts thereof;

(e) Pay to the Author of each Play a royalty of fifty percent (50%) of all moneys actually collected and retained by the Publisher from the authorizing and licensing of the reprint rights in and to the Play and/or parts thereof;

(f) Pay a total royalty of sixteen percent (16%) of all moneys actually collected and retained by the Publisher from the retail sale of each of the Anthologies, but not on manuscript copies or on free copies or on copies destroyed, damaged or returned. Of this sixteen percent (16%), the Publisher will pay six percent (6%) to AACT and ten percent (10%) divided among the Authors;

(g) Pay a total royalty of thirty-two percent (32%) of all moneys actually collected and retained by the Publisher from the electronic and/or online distribution of each of the Anthologies. Of this thirty-two percent (32%), the Publisher will pay twelve percent (12%) to AACT and twenty percent (20%) divided among the Authors;

(h) Semi-annually send to AACT and each of the Authors statements of account and pay any sums due.

4. It is further agreed between the parties hereto that:

(a) The Publisher shall have the right but not the obligation, at its cost and expense, to institute suits and proceedings in the name of and on behalf of AACT and/or of the copyright holder to enjoin and restrain and protect the Publisher's rights. Any recoveries so obtained after deducting expenses are to be divided between the parties pursuant to the terms outlined in paragraphs 3(c), (d), (e), (f) and (g);

(b) The Publisher shall have the right to use and permit others to use the individual Authors' names, photographs and likenesses in connection with exploiting, advertising and publicizing each of the Anthologies and the rights herein granted;

(c) This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement contains the entire understanding between the parties hereto and shall not be construed as a joint venture or partnership;

(d) All rights, title and interest in and to each of the Plays in the Anthologies that are not specifically granted to the Publisher the individual Author hereby reserves to self, heirs, executors, administrators, and assigns, including (but not limited to) motion picture rights, television rights and Broadway production rights in the Play;

(e) AACT shall not have the right to assign this agreement nor the rights hereunder without the written permission of the Publisher;

(f) The Anthologies shall be published with the following notice of copyright (subject to further amendment):

Copyright © (year Anthology is published) by  
Dramatic Publishing

Printed in the United States of America  
All Rights Reserved  
(NAME OF ANTHOLOGY)

and it is agreed that the Publisher shall apply for the original copyright and renew and/or extend the copyright on each of the Anthologies during that period when it may be renewed and/or extended, and the term of this agreement unless terminated earlier as provided elsewhere herein shall be for the term of the original copyright of the Anthologies and the renewals and/or extensions thereof. Individual Plays will be published with the following notice of copyright (subject to further amendment):

Copyright © (year Play is published) by  
(NAME OF AUTHOR)

Printed in the United States of America  
All Rights Reserved  
(NAME OF PLAY)

and it is agreed that the Publisher on the Author's behalf shall apply for the original copyright and renew and/or extend the copyright on the Play during that period when it may be renewed and/or extended;

(g) The Publisher will include the following notice in the front of each of the Anthologies: "All producers of each of the plays *must* give credit to the author of the play in all programs distributed in connection with performances of the play and in all instances in which the title of the play appears for purposes of advertising, publicizing or otherwise exploiting the play and/or a production. The name of the author *must* also appear on a separate line, on which no other name appears, immediately following the title, and *must* appear in size of type not less than fifty percent (50%) the size of the title type. Biographical information on the author, if included in the anthology, may be used in all programs." In addition, for professional theaters only, this requirement will be stipulated in the license agreement. Although the Publisher will make its best efforts to inform producers of this requirement, neither an inadvertent failure by the Publisher nor any failure by a third party to satisfy these terms will be deemed a breach of this contract. In order to maintain stylistic integrity, the Publisher exempts itself from the 50% relationship requirement in its catalog;

(h) The Publisher will not authorize any changes to any Play other than those approved by the Author of that Play, such approval not to be unreasonably withheld. Any and all approved changes shall become the property of the Author;

(i) Each Anthology will remain in print and available in the Publisher's catalog and online for a minimum of five (5) years. Each individual Play in each Anthology will be listed individually in the catalog and online regardless of whether a separate acting edition is published and will be available for licensing

for as long as that Anthology is in print. If at least five (5) years after publication, the Publisher finds any of the Anthologies unprofitable and wishes to terminate this agreement for that Anthology, it may do so. If any Anthology is allowed to remain out of print more than six (6) months after written demand by AACT to reprint, AACT may terminate this agreement for that Anthology. The Publisher shall not be required to revoke any performance licenses of any Plays that are granted by the Publisher prior to the date of termination even if the performance dates of said licenses extend beyond the date of termination. Either of these terminations shall take effect on the mailing of written notice by registered mail to the last known addresses of the other parties;

(j) The Publisher will have the option to publish individually the acting editions of any of the Plays for two (2) calendar years from the publication of each of the Anthologies (defined as the date the Publisher takes delivery of the first run of the Anthology from its printer). If the Publisher exercises the option to publish any individual Play in an acting edition, the royalty to the author will be ten percent (10%) of all moneys actually collected and retained by the Publisher from the retail sale of the Publisher's acting edition of the Play and twenty percent (20%) of all moneys actually collected and retained by the Publisher from the electronic and/or online distribution of the Play. Further, the Publisher will pay to the Author an advance against royalties of FIVE HUNDRED DOLLARS (\$500.00). Each Author whose Play the Publisher chooses to publish in an acting edition will receive ten (10) complimentary copies of the published script and will have the option of purchasing additional copies at a discount of thirty-three and one-third percent (33 1/3%). The term of the agreement to publish an individual Play in an acting edition shall be for the term of the original copyright of the Play and the renewals and/or extensions thereof;

(k) The Publisher will have the exclusive right to license all Plays in each of the Anthologies for the first two (2) calendar years from the publication of the Anthology. After the second year, if the Publisher does not exercise its option to publish an acting edition of an individual Play, the Author is free to enter into contract with another publisher to publish and license the Play. If this occurs, the Publisher will continue to sell copies of the anthology including the Play but will not license performances of the Play. If the Author does not enter into an agreement with another publisher, the Publisher may continue to license the Play by mutual agreement with the Author;

(l) At least one (1) play from each of the Anthologies will be published as an acting edition;

(m) The Publisher agrees to maintain accurate books and records with respect to the exploitation of the rights granted hereunder, which books and records may be examined by AACT or by a representative on behalf of AACT during regular business hours, from time to time and upon reasonable notice. Such examination shall be at the cost of AACT;

(n) The parties hereto shall execute such other and further documents as may be necessary or desirable to effectuate the purposes hereof;

(o) This agreement may not be terminated nor the Publisher held liable because of failure of performance for causes outside the Publisher's control, unless continued unreasonably after abatement of the said cause;

(p) Any controversy arising out of this agreement is to be arbitrated in Chicago, Illinois, by and under the rules of the American Arbitration Association;

(q) All notices hereunder shall be in writing, and except for notices of termination, which shall be sent by registered mail, all other notices, statements and payments shall be sent by regular mail to the parties hereto at their last known addresses.

5. The expressions "amateur performance" and "stock performance" shall be defined as follows:

(a) The expression "amateur performance" as used herein shall mean any and all performances by living actors in the immediate presence of an audience and shall include all performance rights for little theaters, community theaters and/or drama associations, colleges, universities, high school and other school groups, Chautauqua, churches, puppetry theaters, clubs and other amateur organizations or groups therein or connected therewith, whether any or all of the above-mentioned performances are given by paid and/or unpaid actors and production staff;

(b) The expression "stock performance" as used herein shall mean any and all performances by living actors in the immediate presence of an audience that are given in any theatre or by any group using a producing cast which consists entirely, or of a majority, of paid actors and production staff, and/or has normally been known and handled as stock, including (but not limited to) puppetry theatres, Council of Off Loop Theatres (COLT), Council of Stock Theatres (COST), League of Resident Theatres (LORT), regional theatres, dinner theatres, and repertory productions; but shall not include commercial off-Broadway productions, first-class professional road and first-class touring productions, West End productions and Broadway productions.

6. The Publisher shall have the right to license live radio broadcasts of the Play and recordings of productions of the Play on recording media known and unknown at the date of this contract for archival purposes and/or promotional purposes, live-streamed performances, streaming of recorded video and streaming of archival video, showings and/or airing either privately or on closed circuit, pay cable, pay satellite, local free broadcast and/or public broadcast television and/or film. Motion picture and television rights in the Play shall remain the property of the Author. All moneys collected and retained by the




Publisher from the leasing and licensing of the performance rights will be paid to the Author pursuant to the terms outlined in paragraph 3(c) and (d).

7. All notices, moneys and statements due to AACT hereunder shall be sent and/or paid to the American Association of Community Theatre, P.O. Box 101476, Fort Worth, TX 76185. It is the responsibility of AACT to advise the Publisher of any change of address and/or representation. All notices, moneys and statements due to the individual authors shall be sent to addresses that are forthcoming.

IN WITNESS WHEREOF, AACT has hereunto subscribed and the Publisher has caused this agreement to be executed by its President or Vice President and to be attested by its Secretary or Assistant Secretary.

AMERICAN ASSOCIATION OF COMMUNITY THEATRE:

 (Aliana Clark-Robert)

Representative of AACT

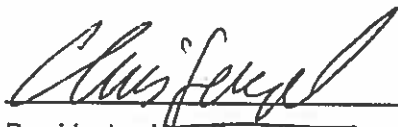
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Date

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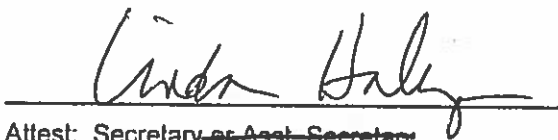
THE DRAMATIC PUBLISHING COMPANY:



President or Vice President

6-14-2022

Date



Attest: Secretary or Asst. Secretary

6-14-2022

Date