

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

This contract ensures both the AACT member Producing Community Theatre \_\_\_\_\_, (“Producer”), and AACT NewPlayFest Playwright, \_\_\_\_\_ (“Playwright”), fully establish a contractual production relationship within the AACT NewPlayFest contest rules for the production of \_\_\_\_\_ (“Play”). This contract supplements and does not replace the previously signed AACT NewPlayFest Producing Theatre Contract and the AACT NewPlayFest Playwright Contract.

**Producer** agrees to the following, in accordance with the AACT NewPlayFest rules for the production of Play:

- 1) Produce Play on the theatre’s main stage with full production values—appropriate sets, costumes, lighting, sound, props—to realize the script as professionally as possible. A full production includes auditions, casting, rehearsals, and performances of the Play with audiences in attendance.
- 2) Perform the play in its main stage season between June 2025 and Dec 2026, in accordance with the 18-month exclusive rights per the contest structure. Notify AACT and the Playwright of performance month/year by May 1, 2025 or 90 days prior to World Premiere. (If now known insert:  
Play will open in (month) \_\_\_\_\_, 20\_\_\_\_\_
- 3) Present a minimum of three (3) performances of Play and pay a royalty of \$75 per performance to the Playwright, via a check made payable to the Playwright.
- 4) In collaboration with an AACT selected dramaturg (“Dramaturg”), communicate with the Playwright prior to and during the production process. Host a workshop of the script with the Playwright, the Dramaturg, Director and Cast of the production. The workshop will last three days and should include a fully-blocked runthrough, scheduled approximately three or more weeks before the opening performance. Provide housing and transportation (within reasonable costs) to the workshop for the Playwright. (AACT will cover the cost of the Dramaturg.)
- 5) Warrant the Producer will make no changes, alterations, and/or omissions to the Play, unless written consent of the Playwright is obtained. All such changes shall become the sole and exclusive property of the Playwright.
- 6) Give the Playwright authorship credit in programs and advertisements of the play, and include the AACT or AACT NewPlayFest logo, the name “American Association of Community Theatre” (in the logo or separately), and mention of AACT NewPlayFest in any and all programs, online, and print materials distributed. Billing of the Playwright’s name shall be no less than 50% of the size of the title, directly beneath the title on a line by itself, in all programs and publicity. Include a page in the program for AACT provided copy and graphics about AACT, AACT NewPlayFest, and the legacy of Jack K. Ayre and Frank Ayre Lee.
- 7) Warrants 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 Playwright and the Producer. All such changes shall become the sole and exclusive property of the Playwright.
- 8) Bring in the Playwright for the opening performance and related festivities, providing housing and transportation. Provide complimentary tickets and other hospitality for the opening performance and festivities for AACT staff and representatives of the AACT NewPlayFest Program Partners: Dramatic Publishing and the Jack K. Ayre and Frank Ayre Lee Theatre Foundation.
- 9) Assist AACT in publicizing AACT NewPlayFest nationally, including providing to AACT the performance dates, photos, and other information as requested by AACT’s Marketing/ Communications Director. Time is of the essence to meet *Spotlight* and other deadlines. Producer agrees AACT may publish photos of the Producing Theatre’s AACT NewPlayFest participants and attendees, whether taken by AACT or provided by the Producer.
- 10) Provide AACT with names and contact info for the promotions and the production manager.

**Promotions:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Production:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

- 11) Determine and be responsible for funding the production budget, including quality production values, marketing, promotion, opening festivities, workshop hosting, and playwright travel and lodging. Funded by the Jack K. Ayre and Frank Ayre Lee Theatre Foundation, Producing Theatres will receive \$4000 at the opening of the world premiere.

- 12) Maintain AACT membership and nonprofit status while participating in AACT NewPlayFest.
- 13) The Producer shall not:
  - a. Post any text or video portion of the Play on any website, with the exception of still production photos and as specified in Playwright 3 below, without the express written consent of the Playwright.
  - b. Copy and/or distribute a recorded version of the Play, or any part of it, on DVD, VHS, or any other medium, whether for payment or for free, without the express written consent of the Playwright. This shall include, but not be limited to, offering copies of the recorded version to members of the production team, cast, producing organization, and/or media.
- 14) Producer understands that AACT is not responsible for the quality or the artistic decisions of the Producer, and releases AACT, its officers, executives, employees, and board from any liability therefore.
- 15) Producer understands it has no subsidiary rights to the play, i.e. no rights to future earnings of the play.
- 16) If an unforeseeable cataclysmic event or Act of God prevents the producing theatre 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 theatre to set new performance dates within a year's time of the original dates, or (2) if the producing theatre is entirely unable to follow through with a performance, 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 the rights he or she would have received for four performances, and include the play in its NewPlayFest cycle's anthology published by Dramatic Publishing.
- 17) AACT is an inclusive and diverse organization. If the producing community theatre's leadership or the winning playwright engages or has a record of sexual, violent, racist, and/or criminal misconduct, AACT reserves the right to immediately sever ties and cancel the contract with either parties. AACT makes the final decision as to what constitutes misconduct.

**Playwright** agrees to the following, in accordance with the AACT NewPlayFest rules for the production of the Play:

- 1) Warrants and certifies that Playwright will not allow any performance of Play until after the opening of the production by the AACT NewPlayFest Producing Theatre and that the Producer will receive "original production" credit in any future published scripts.
- 2) Hereby grants a license to Producer to produce Play in accordance with the AACT NewPlayFest rules. This license shall be exclusive for the time period set out in AACT NewPlayFest rules.
- 3) 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 three days, and be held three or more weeks prior to the opening performance. The Producing Theatre will provide the Playwright with housing and transportation (at reasonable costs) for the workshop.
- 4) Agrees the Producer will produce Play as submitted to AACT NewPlayFest, 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.
- 5) Warrants that Playwright has full and complete right to permit production of the Play and that the Play contains nothing libelous, slanderous, or unlawful. 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 Playwright.
- 6) Warrants and certifies that Playwright is satisfied that the production of Play, its exposure to the public, and playwright's travel to the Producing Theatre, together with the mutual promises in the AACT NewPlayFest rules, are adequate consideration for the performance pursuant to this agreement and that Playwright shall not seek any additional royalties other than the \$75 per performance.
- 7) Grants permission for the Producer to select the director, all actors, designers, and other production team members for Play and agrees the director shall have final say in details of the staging of Play.
- 8) Understands that AACT is not responsible for the quality or artistic decisions of the Producer and releases AACT, its officers, executives, employees, and board from any liability therefore.
- 9) 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.
- 10) 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 it to promote the Play's performance and AACT NewPlayFest in the future,

including in newsletters, grant proposals, and other publicity, upon condition that no party shall receive payment for such use but for out-of-pocket expenses. Playwright agrees to cooperate with AACT and the Producer in publicizing AACT NewPlayFest and the Play.

- 11) Will provide AACT with a photo and bio by May 1 2025 for use in AACT publications, website, news releases, and other methods of promoting AACT NewPlayFest. Playwright agrees AACT may publish photos of him/her participating in AACT NewPlayFest activities, whether taken by AACT or provided by the Producer or the Playwright/Playwright's agent.
- 12) If an unforeseeable cataclysmic event or Act of God prevents the producing theatre 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 theatre to set new performance dates within a year's time of the original dates, or (2) if the producing theatre is entirely unable to follow through with a performance, 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 the rights he or she would have received for four performances, and include the play in its NewPlayFest cycle's anthology published by Dramatic Publishing.
- 13) AACT is an inclusive and diverse organization. If the producing community theatre's leadership or the winning playwright engages or has a record of sexual, violent, racist, and/or criminal misconduct, AACT reserves the right to immediately sever ties and cancel the contract with either parties. AACT makes the final decision as to what constitutes misconduct.

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

**Producing Community Theatre Authorization**

\_\_\_\_\_  
Producer's Signature (President/Executive Director) \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Position

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Email \_\_\_\_\_  
Phone

**Playwright Authorization**

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

\_\_\_\_\_  
Print Name(s)

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Email \_\_\_\_\_  
Phone

**AACT Authorization**

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