

American Association of Community Theatre
AACT NewPlayFest 2020 Producing Contract

This contract ensures both the AACT member Producing 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. It is fully binding upon both parties subject to the State of Texas statutes.

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

- 1) Produce Play with full production values - sets, costumes, lighting, sound, props – in order to realize the script in as professional a manner as possible. A full production includes casting, rehearsals, and performances of the script.
- 2) Perform the play in its main stage season between February 2019 and July 2020, in accordance with the 18-month exclusive rights per the contest structure. Notify AACT and the Playwright of performance month/year by January 2, 2019. (insert if now known:)
Play will open in (month) _____, 20_____
- 3) Present a minimum of three (3) performances of Play and pay a royalty of \$50 per performance to the Playwright, via check made payable to the Playwright, prior to the opening performance.
- 4) Host a workshopping of the script with the playwright, an AACT selected dramaturge, and the director and cast of the production. The workshopping is to be at least three days, held three or more weeks before the opening performance. Provide housing and transportation for the Playwright for the workshopping.
- 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 manager 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. (Theatre may apply to AACT for funding of up to \$4000.)
- 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 9 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 Playwright on the play.

Playwright agrees to the following, in accordance with the AACT NewPlayFest rules for the production of 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 fully in workshopping the script with the director and cast and facilitated by an AACT selected dramaturge. The workshopping will be at least three days and held three or more weeks before the opening performance. The Producing Theatre will provide the Playwright with housing and transportation (at reasonable costs) for the workshopping.
- 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 \$50 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) 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.
- 10) Will provide AACT with a photo and bio by January 21, 2019 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.

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

Producer's Signature (President/Executive Director)	Date
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Printed Name	Position with Producer
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Address, City, State, Zip	
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Email	Phone
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Playwright Signature(s) If authorship is shared, all playwrights must sign.	Date
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Address, City, State, Zip	
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Email	Phone
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Print Name(s)	
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Agreed and approved	
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Quiana Clark-Roland, AACT Executive Director	Date
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Email	Phone
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