

**PRODUCTION CONTRACT FOR PLAY**

This AGREEMENT entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Effective Date), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “AUTHOR”, and **Riot Act, Inc.**, hereinafter referred to as the “THEATER,” to present and to produce a production of a Theater piece now entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “PLAY.”

WITNESSETH: Whereas, Riot Act, Inc. has promulgated this form of agreement known as the PRODUCTION CONTRACT FOR PLAYS, which it has recommended to its members as being fair and reasonable to both authors and producers; NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I**

**WARRANTIES, INDEMNIFICATION, AND REPRESENTATIONS**

The AUTHOR hereby represents, warrants, and agrees that:

* 1. He/she is the sole owner and author of the PLAY, all of which is wholly original with him/her, and has not been copied in whole or in part from any other work; the play does not and will not and the use of the play as herein contemplated will not violate, conflict with, or infringe upon, any rights whatsoever of any person, firm, organization or corporation.
  2. He/she has the sole and exclusive right to enter this AGREEMENT, and the full warrant and authority to grant the rights granted by him/her hereinunder.
  3. He/she will hold harmless and indemnify the THEATER against any losses, cost expenses (including reasonable attorney’s fees), damages, or recoveries caused by or arising out of any breach of the representation or warranties herein made.

**ARTICLE II**

**GRANT OF RIGHTS AND SERVICES**

2.1 The AUTHOR hereby grants to the THEATER the sole and exclusive rights, subject to the terms of this AGREEMENT, to present the PLAY for one or more performances. For the purposes of this AGREEMENT, the term “Performance” shall mean live stage productions on the speaking stage under the THEATER’S own management in a regular evening bill (including matinees if such is in the THEATER’S regular schedule of performances). The term “produce” and “present” (and their derivations) shall be used interchangeably.

2.2 The AUTHOR hereby grants to the THEATER first performance rights to the PLAY, subject to the terms of this AGREEMENT, warranting that the PLAY has not been previously published or produced within the past 5 years or in Colorado, Idaho, Montana, Utah, and Wyoming.

2.3 Although nothing herein shall be deemed to obligate the THEATER to produce the PLAY, nevertheless, unless the THEATER presents the first Public Performance of the PLAY within the applicable time described hereinafter (and defined as the Production Period), the THEATER’S rights to produce the PLAY and to the services of the AUTHOR shall then automatically and without notice terminate and all rights shall revert to the AUTHOR.

2.4 If the PLAY is revived, the AUTHOR agrees to require the reviving Theater to

acknowledge the premiere performance. This right lasts for ten (10) years from the first performance and applies to all English language professional productions.

**ARTICLE III**

**PAYMENTS**

3.1 In consideration for the right to produce the PLAY, the THEATER agrees to pay all costs for the production of the PLAY, including payment for production space, insurance, scenic design, costuming, lighting, choreography, stage combat, music, copyright permissions, props, and other related costs.

3.2 The THEATER agrees to reimburse the AUTHOR for any “out of pocket” expenses they may incur in the production of the PLAY with prior approval by the THEATER. Reimbursements shall be paid to the AUTHOR within seven (7) working days from the time the evidence of the expenses has been presented to and accepted by the THEATER.

**ARTICLE IV**

**PRODUCTION DATES**

4.1 The AUTHOR hereby grants to the THEATER, subject to the terms and conditionshereof, the right to produce and present the PLAY for the THEATER at the THEATER’S facility beginning on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Production Date”), and closing on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. For purposes of this AGREEMENT, “Production Date” is the first public performance of the PLAY, exclusive of previews.

4.2 The THEATER reserves the right, for whatever reasons, to change the production dates of the PLAY within the announced season it is to be presented, provided, however, that the AUTHOR has been notified and informed in writing as to the decision and agrees in writing to the production date changes, that agreement not to be unreasonably withheld.

4.3 If there is no production by the date specified as the closing date, or the extended closing date, or the revised closing date, if applicable, the THEATER’S rights to produce and present the PLAY pursuant to this AGREEMENT shall terminate and all rights to the PLAY granted to the THEATER shall revert to the AUTHOR on the date specified as the closing date, or extended date, or revised date, as the case may be.

**ARTICLE V**

**REHEARSAL PERIOD GUARANTEE**

5.1 The THEATER’S production of the PLAY shall be rehearsed for a period of not less than three (3) weeks.

**ARTICLE VI**

**OWNERSHIP OF COPYRIGHT**

6.1 Any copyright of the PLAY, including any extension or renewals thereof throughout the world, shall be in the name of the AUTHOR.

6.2 The PLAY is the property of the AUTHOR.

**ARTICLE VII**

**GENERAL PRODUCTION PROVISIONS AND ARTISTIC APPROVAL**

7.1 The THEATER recognizes that the PLAY is the artistic creation of the AUTHOR, and agrees it will not make, or allow to be made, any additions, omissions, or alterations in the manuscript of the PLAY, including dialogue, stage directions, character genders, etc. without the written consent of the AUTHOR. Any violation of this section will be cause for the AUTHOR to declare this AGREEMENT null and void immediately.

7.2 The THEATER agrees that the PLAY shall be presented with a cast, director, scenic, lighting, costume, and sound design, and when and where applicable and appropriate, stage combat/fight director, intimacy choreographer, dance choreographer, and/or conductor, including replacements thereof, and that the AUTHOR shall have the right to confer with the THEATER on production elements and other elements of the production.

7.3 The THEATER shall invite the AUTHOR to attend casting sessions and all rehearsals and previews of the PLAY. The AUTHOR may not direct their own PLAY. The AUTHOR may be present and give input during the casting and rehearsal process. However, all final decisions regarding the play’s production is up to the director and producer.

7.4 The AUTHOR grants permission to the THEATER to record sections of the PLAY for archival purposes, and to authorize the posting or broadcasting of excerpts of the PLAY for publicity purposes (as long as no one clip is longer than 10% of running time).

7.5 The AUTHOR hereby grants to the THEATER the rights to use the AUTHOR’S name, biography, photographs, likeness, or recorded voice (referred to herein as “materials”), and the title of and excerpts from the PLAY for advertising, press, and promotional purposes by any means or medium.

7.6 The AUTHOR’S name should always immediately follow the title in posters, programs and other promotions of the play, and it should be in a type size at least 50% that of the title and as big or bigger than any other names billed.

7.7 The AUTHOR agrees to make himself/herself reasonably available, if in residence, when reasonably requested and adequately notified, for publicity and interviews from whatever media in regards to promotion of the PLAY. If the AUTHOR is not in residence, he/she agrees to cooperate, under the same conditions as if in residence, with long distance interviews, by phone or in writing, from whatever media in regards to the promotion of the PLAY.

7.8 The AUTHOR agrees to adhere to the THEATER’s marking plan in regards to promotion of the PLAY. Any deviations from the marketing plan must be approved by the THEATER

7.9 The AUTHOR shall have two (2) complementary tickets during the run of the PLAY, provided he/she gives at least twenty-four (24) hours’ notice to the THEATER.

**ARTICLE VIII**

**RESERVATION OF RIGHTS**

8.1 The AUTHOR shall retain sole and complete title, both legal and equitable, in and to the PLAY and all rights and uses of every kind except as otherwise specifically herein provided. The AUTHOR reserves all rights and uses now in existence or which may hereafter come into existence, except as specifically herein provided. Any rights reserved shall not be deemed competitive with any of the THEATER’S rights and may be exercised by the AUTHOR at any time except as otherwise specifically provided herein.

**ARTICLE IX**

**Force Majeure**

9.1 At the option of Riot Act, Inc., this contract may be terminated, amended, or altered where there is an event(s) outside of Riot Act, Inc.’s control, such as, but not limited to, the following: acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions; war, acts of terrorism, and epidemics or pandemics; acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; strikes and labor disputes; and certain accidents; and/or severe economic hardship as the result of any of the above.

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

10.1 This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Wyoming applicable to all contracts made and entirely performed within.

10.2 All notices to either party shall be in writing and given by personal delivery, certified or registered mail (return receipt requested), or electronic mail, and shall be deemed given when so personally delivered, mailed or e-mailed. Notices by mail or e-mail shall be addressed to such party’s address as given herein, or to such other address as such party may hereafter specify by notice duly given.

10.3 This is the entire and complete AGREEMENT between the parties. This AGREEMENT shall not be amended or modified except by written AGREEMENT signed by both parties.

10.4 This AGREEMENT shall be binding on the parties hereto and on their executors,

administrators, personal representatives, successors, or assigns.

IN WITNESSWHEREOF EACH OF THE PARTIES ABOVE HERETO HAS SIGNED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

FOR THE RIOT ACT, INC:

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME PRINTED OR TYPED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHOR or Author(s)’s Authorized Representative:

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME PRINTED OR TYPED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_