

PRODUCTION CONTRACT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between:

the \_\_\_\_\_ (hereinafter sometimes referred to as the Producer) and DAVID JACKLIN (hereinafter sometimes referred to as the Author) regarding the dramatic work entitled:

\_\_\_\_\_

(hereinafter sometimes referred to as the Play).

1. The Author warrants and represents that he is the sole owner of the Play and of the copyright of the Play and has the full power and right to deal with all rights herein granted. The Author further warrants that the Play does not infringe on the copyright of any other work or violate the rights of any other person, firm, corporation or other entity. The Author hereby agrees to indemnify and hold the Producer harmless against any claims, suits, losses, costs, expenses, damages actually sustained by reason of any material breach of the above warranties. The Producer agrees similarly to indemnify the Author with respect to any material which the Producer or anyone under the Producer's control may incorporate into the Play.

2. The Author hereby grants to the Producer the sole and exclusive right to produce the Play as a live stage production (hereinafter referred to as the Production) to a maximum of \_\_\_\_\_ performances of the Play in the venue of \_\_\_\_\_ between the dates of \_\_\_\_\_ and \_\_\_\_\_ or such other venue and dates as may become convenient due to unavailability of the stated venue or dates.

3. The Producer agrees to pay to the Author a royalty for performances of the Play in the amount of \$ \_\_\_\_\_ Canadian per performance allowed under this contract. Full payment shall be made not later than 14 days after the Author shall forward printable copies of the script/score of the Play.

4. The title of the Play shall appear in all paid advertising and in all publicity under the Producer's direct control, except so-called ABC listings and "teaser" advertisements, and in all programmes, brochures, flyers and other literature created for promotion of the Production as \_\_\_\_\_.

5. The Author's name shall appear in all paid advertising in which the Producer's name appears and in all publicity under the Producer's direct control, except so-called ABC listings and "teaser" advertisements, and in all programmes, brochures, flyers and other literature created for promotion of the Production, in letters at least 50% of the size of the largest letter of the title of the Play, and on a separate line, immediately below the title, in the following manner: "by David Jacklin".

6. In all promotional material and digital or broadcast publicity created by the Producer for the Production, the Author shall be given credit as the sole author of the Play.

7. The Producer may make no script or, if applicable, musical changes of any sort without the express consent of the Author.

8. The Producer agrees to provide to the Author one (1) copy of all reviews of the Production, if available, and one (1) copy of the official poster and programme of the Production.

9. The Author grants to the Producer the limited right to cause to be created a sufficient number of copies of the manuscript of the Play and of the manuscript of the scores of the Play (if applicable) for the needs of the Production, provided distribution of such copies is limited to those persons involved in the Production.

10. The Author grants to the Producer the limited right to cause to be created a video record of the Production, provided no person shall be paid or otherwise remunerated to create the said video and that distribution of copies of the video shall be strictly limited to those involved in the Production and that such distribution shall not accrue any profit to any person, company, corporation or other entity. The Producer agrees to provide, at no expense to the Author, one (1) copy of any such video record in such format as the Producer uses to distribute copies under the license granted in this paragraph. The Producer grants to the Author the right to use the same for archival purposes and for the purposes of promoting future productions of the Play.

11. The Producer grants to the Author the right to make use of any photos or other promotional materials made publicly available for the Production for the Author's archival purposes and for the purposes of promoting future productions of the Play.

12. All rights not specifically herein granted remain the sole property of the Author.

13. This Agreement shall be considered to be in place as of the time and date of the postmark on the envelope containing the Producer's return copy of this document or of the return of an electronically signed copy of this document by electronic means.

14. This Agreement represents the entire understanding of the parties and cannot be changed or amended unless by a document in writing duly signed by both the parties signatory hereto.

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FOR THE PRODUCER

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FOR THE AUTHOR

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Date

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Date