

PRODUCTION CONTRACT

AGREEMENT made this ____ day of _____, 20__ , between:

(hereinafter sometimes referred to as the Producer) and

DAVID JACKLIN

(394 Keays Road, Balderson, Ontario, Canada)

(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 or 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 _____ per performance enumerated in paragraph 2 above. Total royalty due under this contract is _____.
4. Upon receipt of payment of the full amount calculated by the number of performances enumerated in paragraph 2 above times the per performance rate enumerated in paragraph 3 above, the Author shall forward a printable electronic copy of the script of the Play.

5. 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 sufficient for the needs of the Production, provided distribution of such copies is limited to those persons involved in the Production.

6. The Producer may make no script changes of any sort without the express consent of the Author. Likewise, interpretation of gender or sexual orientation of characters may not be changed without the express consent of the Author. The Author stresses that the preceding stipulation is with regard to artistic interpretation only, and that casting matters with regard to race, gender or sexual orientation bases are of no concern to the Author.

7. The title of the Play 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 material, physical or electronic, created for promotion of the Production, as _____.

8. 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 material, physical or electronic, created for promotion of the Production, in type-face or font 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: _____. *(Note: this changes depending on the play.)*

9. A subtitle line, directly below the title of the Play and above the Author's name, in a type-face or font not more than 50% of the size of the Author's name as determined in paragraph 8, above, may be optionally inserted in the following manner: _____. *(Note: this may not be applicable.)*

10. In all promotional material and in all electronic or broadcast publicity (such as interviews, podcasts, etc.) created by the Producer for the Production or created under the Producer's control, the Author shall be given credit as the sole author of the Play.

11. The Producer agrees to provide to the Author one (1) copy of all published physical or electronic reviews of the Production, if available, and one (1) copy of the official poster and programme of the Production. *(Note: these may be digital copies of the above.)*

12. 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 or distribute the said video**, and that the said video record shall be a one-camera, unedited recording, 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.

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

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

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

16. 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.

FOR THE PRODUCER

FOR THE AUTHOR

Date

Date