

Guidelines for theatre writers for profit-share or expenses-only productions

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**GUIDELINES FOR AN INDIVIDUAL AGREEMENT
to be used by writers
for 'Profit Share' or 'Expenses only' productions**

The opportunity to have a play presented in a small 'professional' production is extremely exciting. We all want to see our work produced! Still, it is imperative that you protect yourself, your play and your interests in writing.

The following has been prepared by the Theatre Committee of the WGGB as guideline information for writers to use when involved in small professional productions where no existent WGGB contract is applicable. You may use any or all of the ideas below at your own discretion, but do prepare a comprehensive document for yourself to be signed by the Manager of the production before rehearsals begin. Make two copies -- one for the Manager and one for yourself.

Remember that it is important that you feel comfortable and safe with your producer and your director. Do you feel they are planning the production responsibly in terms of both business and artistic considerations? If there are any other issues you feel may be swept aside (adequate preproduction scheduling, for instance) get them in writing. Under no circumstances should you sign away your copyright or moral rights!

Possible opening format:

Agreement made on _____ day of _____ 20____ for the play entitled _____ (hereinafter referred to as 'the Play') between (name) _____ (address) _____ (hereinafter referred to as 'the Writer') and (name) _____ (address) _____ (hereinafter referred to as 'the Manager').

The play is to be presented at _____ for a period of not more than four consecutive weeks between _____ and _____.

Financial:

Profit share:

1) In terms of profit accountability, the Manager shall supply to the Writer within 28 days of the last performance complete accounts of the production including box office receipts, should the Writer or his or her agent so wish.

2) Payment to the Writer of the Share of Net Profit shall be payable to the Writer within 28 days of the last performance of the Play.

3) The Writer is not liable for any financial losses incurred by the Manager in the course of this production.

4) Alternatively to 1-3 above, the Writer may ask the Manager for a) a percentage (between 7.5% and 10%) of the gross box office or b) a set fee per performance for a non-equity showcase. If they are unfamiliar with the producing body, they may also ask for an advance against these figures. This is the practice that many Agents suggest to their clients.

'Expenses only':

1) The Writer is to receive compensation equal to that paid to every other artistic contributor to the production (Director, Designer, Actor, etc.) Should for any reason the compensation paid these other contributors not be standard, the Writer is to receive compensation equal to that of the highest-paid among the other artistic contributors.

2) The Writer is to receive expense monies (food, travel, etc) equal to that of every other artistic contributor to the production.

3) Alternatively to 1-2 above, the Writer may ask the Manager for a) a percentage (between 7.5% and 10%) of the gross box office or b) a set fee per performance for a non-equity showcase. If they are unfamiliar with the producing body, they may also ask for an advance against these figures. This is the practice that many Agents suggest to their clients.

Rights and copyright:

1) The Writer shall retain all copyright and moral rights to the Play, in accordance with the Copyright, Designs and Patents Act of 1988.

2) Any additional material, staging or business which shall be interpolated into the script during the rehearsals or performance shall be part of the Play and therefore part of the Writer's copyright.

3) This production is not a 'first production' as defined in the standard collectively agreed contracts with the theatre management bodies or the Writers' Guild of Great Britain. As the Manager has not paid the Writer for this production, the Manager will only have non-exclusive rights to cause the Play to be produced at the venue and for the period herebefore stated, and shall retain no rights or claims to the Play beyond this individual production.

4) Should the Manager wish to arrange a transfer of the production via another producer, the Writer and his or her agent shall at all times be consulted with regard to such negotiations. The Writer shall receive not less than the full terms and conditions as negotiated from the appropriate contract (TMA, ITC, former TNC, West End, etc).

5) Should the Writer be offered a separate full production elsewhere where a full fee is offered, once the play has opened, it is unreasonable for the Writer not to be free to move ahead independently with this separate negotiation. Still, should the Manager have active expectations for a transfer for a period of up to two months after the close of the production, the Writer may wish to not unreasonably withhold the rights for the Play in order for the Manager to continue negotiations.

6) Be aware that it is the practice of some rental houses (i.e. the Old Red Lion, the Bridewell) of demanding 10% of all future revenues as part of the rental agreement. Any arrangements the Manager may enter into with a third party regarding the production (versus the Play) that affect the financial future of the production shall be entirely the responsibility of the Manager, and the Writer shall not be constrained by these arrangements.

Artistic:

1) The Writer shall have the right to attend rehearsals at all times.

2) The approval of Director shall be subject to agreement between the Manager and the Writer, said approval not being unreasonably withheld by either party.

3) The approval of Designers and Cast shall be subject to agreement between the Manager, the Writer and the Director, said approval not being unreasonably withheld by any party.

4) The Manager shall not make or permit any change to the text of the Play without the written permission of the Writer.

Other:

1) The Writer shall have the right of approval over all biographical material about him or herself as used with the production.

2) The Writer shall be consulted and have the right of approval for all publicity material relating directly to the play that comes under the Manager's control. Said approval shall not be unreasonably withheld.

3) The Manager shall give credit to the Writer in all programmes, and include a biography of the Writer in said programmes.

4) The Writer must be credited in all instances in which the title of the Play appears for advertising, publicising or otherwise exploiting the Play and/or the production. The name of the Writer must appear in a separate line, on which no other name appears, immediately following the title, and must appear in size not less than fifty percent of the size of the title type.

5) The Writer shall be given the same number of complementary tickets as every other artistic contributor to the production (Director, Designer, Actor, etc.) Should for any reason the number of complementary tickets given these other contributors not be standard, the Writer is to receive a number as high as that of the most favoured artistic contributor.

SIGNED AS AGREED:

Writer _____ Manager _____

Address _____ Address _____

Telephone _____

Date _____ Date _____