**– LMDA SAMPLE AGREEMENT –**

**– November 2016 –**

 **SCRIPT READING / CONSULTATION**

Agreement made in duplicate this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

Between

**XXX**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter “Dramaturg”)

c/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

-and-

**YYY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter “Creator”[[1]](#footnote-1))

c/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)

**1. Dates and Scope of Work**

Creator agrees to hire the Dramaturg to provide services for the development of the play currently titled \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Play”). The Dramaturg agrees to read the script and provide the Creator with a critical response via script meeting/written comments by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (DATE).[[2]](#footnote-2)

If the Creator identifies specific topics that the Dramaturg is to address in the report, those will be detailed in an attached addendum to this contract. If a meeting – held in person or electronically – is a component of this contract, it shall be included within the hours noted in section 2 below.

**2. Fees [[3]](#footnote-3)**

*[Use either Example 1: Flat Fee]*

In return for Dramaturg’s services, Creator agrees to pay a fee of $XXXX.

*[Or use Example 2: Hourly Rate]*

In return for Dramaturg’s services, Creator agrees to pay the Dramaturg for a minimum of \_\_\_\_\_ and a maximum of \_\_\_\_\_\_\_hours of work at $ \_\_\_\_\_\_\_\_ per hour, for a maximum total of $ \_\_\_\_\_\_\_\_\_\_\_.[[4]](#footnote-4)

The fee will be paid on the following schedule:

$XXXXX will be paid on Creator’s receipt of signed contract;

$XXXXX will be paid on submission of script report/script meeting[[5]](#footnote-5).

**3. Billing**[[6]](#footnote-6)

If the above play is produced by a professional, academic, or community theatre, the Creator will use best efforts to secure Dramaturg program credit as “Script Consultant.”

**4. Property Rights**

Dramaturg hereby acknowledges that the Creator is the sole author and owner of the Play, including all contributions made by Dramaturg, free of any liens and encumbrances.

Materials provided by the Dramaturg as part of provision of services are not works for hire[[7]](#footnote-7) and shall not be used publicly without further written consent of Dramaturg.

**5. Not An Employee**

It will be understood and agreed by the parties hereto for the purposes of this Agreement that Dramaturg will be considered an independent contractor, not an employee of the Creator.[[8]](#footnote-8)

**6. Termination**

This contract may be terminated by either party upon two weeks written notice by either party to the other. If Creator elects to terminate Dramaturg’s services, Dramaturg shall be entitled to receive any fees earned but unpaid prior to Dramaturg’s termination, and neither Creator nor Dramaturg shall have any further obligation, monetary or otherwise, to each other, other than any provision hereunder that explicitly survives termination.

**7. Choice of Laws**

This Agreement shall be construed in accordance with the laws of the State/Province of XXXXX, and court proceedings initiated by either party with regard to this Agreement will take place in [County, State].[[9]](#footnote-9)

**8. Execution**

Two (2) copies of this fully executed Agreement will be distributed as follows:

One (1) retained by the Creator; one (1) retained by the Dramaturg.

This Agreement may be executed via electronic signature and/or in counterparts by pdf/facsimile/digital signature, and when so executed all of which when taken together shall constitute one single agreement for all purposes, notwithstanding that not all parties are not signatories to the original or the same counterparts.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first written above.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dramaturg Creator

1. The term Creator is meant to encompass a range of generative artists, such as Playwrights, Choreographers, Directors of Devised Work, etc. Parties using this agreement should use whatever term seems most appropriate. [↑](#footnote-ref-1)
2. Based on the situation and the Dramaturg’s and Creator’s preferred methods of working, the final product of the script consultation may be a script meeting via phone, live Internet video, or in person; a written script report or analysis of the script of a specific anticipated length; or some combination of both. In all cases, the two parties should clearly set down their expectations in the addendum to the contract mentioned in this section, or in this section itself. [↑](#footnote-ref-2)
3. Please consult the LMDA Employment Guidelines (pp. 25-26) for detailed comments regarding Compensation and Pay Ranges. [↑](#footnote-ref-3)
4. It is generally simpler to conceive of script consulting on a flat fee basis. In some cases it may be useful to create an hourly fee structure. Even in the case of a flat fee, the Dramaturg may base the flat fee on an hourly equivalent. [↑](#footnote-ref-4)
5. It is common to schedule only one payment, for the full sum, payable at the final script meeting. [↑](#footnote-ref-5)
6. It is in fact not common practice for directors or dramaturgs to receive this kind of credit in return for development work on a script. However, in some cases the Dramaturg and Creator may decide that it is appropriate. Please consult the LMDA Employment Guidelines (pp. 16-18) for detailed comments regarding Credit. [↑](#footnote-ref-6)
7. “Work for hire” means the employer is considered the owner even if the employee created it. In this case the contract asserts that as an independent contractor the Dramaturg is not an employee, therefore the work the Dramaturg creates is not work for hire. [↑](#footnote-ref-7)
8. The definition, rights, and responsibilities of “independent contractor” are different in Canada versus the United States. Please see the LMDA Employment Guidelines (pp. 8-14) for detailed comments on independent contractor status. [↑](#footnote-ref-8)
9. The purpose of this item is chiefly for the Dramaturg to specify a local jurisdiction to avoid travel concerns should legal proceedings occur, if the Dramaturg and the Creator are located in different jurisdictions. [↑](#footnote-ref-9)