**– LMDA SAMPLE AGREEMENT –**

**– November 2016 –**

**WRITING FOR THEATRE PUBLICATION**

**(PROGRAM ARTICLES, BLOG POSTS, ETC.)**

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

Between

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

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

-and-

**YYY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter “Theatre”)

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

**1. Fees and Scope of Work**[[1]](#footnote-1)

Theatre agrees to hire Writer to provide services as detailed below.

*[Use either Example 1:]*

Author dramaturgical notes to be printed in the playbill[[2]](#footnote-2) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter “Play”)[[3]](#footnote-3), at a length of XXXX to XXXX words, to be submitted to the Theatre Contact by \_\_\_\_\_\_\_\_ (date).

*[Or use Example 2:]*

Author ## blog posts to be published on WEBPAGE AND/OR WEBSITE, at a length of XXX words each, to be submitted to Theatre Contact. Deadlines and the duration during which each article will be posted online, are as follows:

SCHEDULE OF WRITER’S DEADLINES AND DATES OF PUBLICATION

Theatre’s principle contact for the Writer will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Theatre Contact).

The exact form and content of the blog posts will be determined in consultation with the Theatre Contact.

In return for Writer’s services, Theatre agrees to pay the Writer a fee of $XXXX. The fee will be paid on the following schedule:

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

$XXXXX will be paid on submission of final draft of writing.

**2. Credit**

The Writer’s billing will be as follows: NAME. The Writer will be credited anywhere the Theatre publishes the Writer’s work. The Writer’s approved biographical information shall appear in a footer of XXX words to the article.

**3. Property Rights**

Writer grants Theatre a non-exclusive license to use work created by the Writer in the course of provision of services under this contract, for current and future production of the Play by Theatre. Writer has final approval of material used publicly. Materials created by the Writer are not works for hire[[4]](#footnote-4) and shall not be used outside of Theatre’s production of Play without prior written consent of Writer. If the Theatre engages in future transfer, co-production, or tour of Play, Theatre must enter into a separate agreement with Writer to license materials.

**4. Not An Employee**

It will be understood and agreed by the parties hereto for the purposes of this Agreement that the Writer will be considered an independent contractor, not an employee of the Theatre.[[5]](#footnote-5)

**5. Force Majeure**

If the Play is abandoned because of an Act of God (i.e., fire, flood, wind, etc.), strike, loss of theatre space, loss of right to the Play, Writer shall be paid all fee payments already paid or due as of that date and no further compensation.

**6. Termination**

This contract may be terminated by either party upon two weeks written notice by either party to the other.

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

**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 Writer.

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.

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

Writer Theatre

1. Please consult the LMDA Employment Guidelines (pp. 25-26) for detailed comments regarding Compensation and Pay Ranges. [↑](#footnote-ref-1)
2. The kind of publication may vary: playbill, souvenir program, newsletter, web blog, etc. [↑](#footnote-ref-2)
3. Name of the play, if there is a specific play for which the articles are being written. [↑](#footnote-ref-3)
4. “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 Writer is not an employee, therefore the work the Writer creates is not work for hire. [↑](#footnote-ref-4)
5. 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-5)
6. 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 theatre are located in different jurisdictions. [↑](#footnote-ref-6)