

American Association of Community Theatre
AACT NewPlayFest 2024 Playwright Contract

This agreement between _____ (“Playwright” – whether singular or plural) of the play submitted to AACT NewPlayFest (“Play”), entitled _____ and the American Association of Community Theatre (“AACT”).

- 1) Playwright warrants and certifies that:
 - a) The Play has not received a fully realized production.
 - b) The Play has not been published.
 - c) The decision of AACT in the selection of the winning plays is final.
- 2) Should the Play be a winner in AACT NewPlayFest:
 - a) Playwright will grant license to the AACT NewPlayFest Producing Theatre (“Producer”) selected to perform the Play at a royalty of \$50 per performance, with a minimum of three performances. Such performances to take place between June 2023 and December 2024.
 - b) Playwright agrees to participate fully in workshopping the script with the director and cast and facilitated by an AACT selected dramaturge. The workshopping will be at least three days and held three or more weeks before the opening performance. The Producer will provide the Playwright with housing and transportation (at reasonable costs) for the workshopping.
 - c) The AACT NewPlayFest production will be the world premiere and the Producer will receive "original production" credit in any future published scripts.
 - d) Playwright understands that the Producer is committed to providing full production values, based upon its resources, and AACT is not responsible for the quality or artistic decisions of the Producer and releases AACT, its officers, board, employees, and volunteers from any liability therefore.
 - e) Playwright agrees that AACT and/or the Producer may tape, photograph and/or record an excerpt of the Play not to exceed seven (7) minutes and use it to promote the Play’s performance and AACT NewPlayFest in the future, including in newsletters, grant proposals, and other publicity, upon condition that no party shall receive payment for such use but for out-of-pocket expenses. Playwright agrees to cooperate with AACT and the Producer in publicizing AACT NewPlayFest and the Play.
- 3) Playwright acknowledges that AACT has contracted with Dramatic Publishing Company (“Publisher”) to publish an anthology (“Anthology”) of the AACT NewPlayFest winning plays and to represent those plays. Playwright agrees to be bound by the conditions of this Dramatic Publishing Company and AACT agreement (“Publishing Agreement”), which is attached hereto as an exhibit and a part of this agreement.
- 4) Playwright further represents, warrants, and agrees that:
 - a) None of the material contained in the Play, nor the exercise of the rights granted herein or in the Publishing Agreement, infringes upon or violates any copyright or any other right of any person, firm, or corporation, and that the said Play contains nothing libelous, slanderous, or unlawful, and that the Playwright alone has the power and authority to grant the rights herein purported to be granted, and that there is not now and there will not be during the term hereof any valid or outstanding right, title, interest, claim, encumbrance, or agreement in connection with the Play or the rights herein granted which would prevent or hinder AACT or the Publisher from the full exercise of all rights granted herewith, and that Playwright will do nothing, either by omission or commission, to prevent or hinder AACT, the Publisher, or the Producer from the full exercise of all rights granted herein;
 - b) Playwright will defend, indemnify and hold harmless AACT, the Publisher, and the Producer from and against any monetary losses or other losses whatsoever, including reasonable attorney’s fees, caused by reason of the breach of any agreement and/or representation made herein by Playwright.
- 5) Should the Play be a winner in the AACT NewPlayFest, Playwright hereby grants to Dramatic Publishing Company the complete, sole and exclusive right throughout the world:
 - (a) To publish the Play in the AACT NewPlayFest Anthology of the winning plays in such form and style as is customary for the Publisher;
 - (b) To lease and license, for at least two years, the stock and amateur performance rights in and to the Play and/or parts thereof (understood to mean whole unedited excerpts of the Play) for, but not limited to, recitations, competitions and public readings;
 - (c) To publish portions of the Play up to 1,500 words in collections of readings;
 - (d) To authorize and license any and all reprint editions of the Play, or parts thereof, by other publishers;

- (e) To make the text of the Play in the Anthology available for purchase online via the Internet and all other media now known or hereafter discovered. It is further agreed that the aforementioned online versions may be made available for viewing on the Publisher's website(s) and/or distributed through other websites and may be made available in such downloadable format as the Publisher deems appropriate. The Publisher shall also have the right to post excerpts from the Play on the Publisher's website(s) (no more than 10 pages or one scene or whatever portion the Playwright and the Publisher deem appropriate) for advertising and/or promotional purposes;
 - (f) To authorize translations of the Play into foreign languages, lease and/or license performances in foreign languages, authorize the licensing and/or publication of the Play by publishers in other countries, authorize translations into sign language and transcriptions into Braille.
- 6) Playwright understands Playwright shall not have the right to assign this agreement nor the rights hereunder without the written permission of AACT and/or the Publisher, as appropriate.
 - 7) All notices, moneys and statements due to the Playwright hereunder shall be sent and/or paid to the Playwright at the address below. It is the responsibility of the Playwright to advise AACT and the Publisher of any change of address and/or representation.
 - 8) If the playwright has written outside of his or her cultural background, the dramaturge will initiate discussion about bringing in appropriate advisors. If the playwright has already consulted others, the dramaturge may exercise the right to accept the effort or advise more be done.
 - 9) In the event the Producing Theatre can no longer produce the play due to reasons such as a force majeure event or any other reasons justified by the American Association of Community Theatre, AACT will work to find an alternative Producing Theatre. If an alternate cannot be established, AACT will provide playwright with a honorarium and publication in the anthology.
 - 10) Criminal Misconduct AACT is an inclusive and diverse organization. If a NewPlayFest's producing theatre leadership or a playwright engages in sexual, racist, or criminal misconduct, AACT reserves the right to immediately sever ties with either. AACT makes the final decision as to what constitutes misconduct.

AACT agrees to:

- 1) Conduct the national new play contest, including use of qualified reviewers, tabulation of scores, and announcement of winners.
- 2) Negotiate participation and support of AACT NewPlayFest Program Partners.
- 3) Select qualified AACT member theatres to provide fully realized productions of the winning plays.
- 4) Execute contracts with Producing Theatres and winning Playwrights.
- 5) Facilitate workshopping of the script and guide theatres and playwrights in working together.
- 6) Compile and publish a calendar of AACT NewPlayFest productions.
- 7) Provide national promotion via websites, e-promos, social media, and news releases.
- 8) Provide news release templates and guidance (as needed) for local promotion.
- 9) Send one or more national AACT representatives to the opening festivities, to add credibility and prestige to the occasion.
- 10) Promote sale of the AACT NewPlayFest anthology containing the winning scripts.

This agreement is validated by the authorized signatures of the parties hereto.

 Playwright's Signature(s) If authorship is shared, all playwrights must sign Date

 Printed Name(s)

 Social Security # for any payments Name, if multiple authors

 Playwright's Address City, State, Zip

Quiana Clark-Roland, AACT Executive Director

Date

Email

Phone