

American Association of Community Theatre  
**AACT NewPlayFest 2024 Theatre Contract**

This agreement between \_\_\_\_\_  
("Producer") and the American Association of Community Theatre ("AACT").

Producer understands, agrees, and consents to participate in the AACT NewPlayFest program as a Producing Theatre as follows:

- 1) Rank the plays that reach the final round, indicating the Producer's top four (4) choices for a production at the Producer's theatre. Producers' rankings to be received by AACT by February 1, 2023. Producer will receive access to the scripts by January 1, 2023. AACT will endeavor to assign Producer one of its top three choices, but Producer understands that no two theatres will be assigned the same play ("Play"). AACT's decision on assignments is final.
- 2) Produce the assigned Play with full production values – sets, costumes, lights, sound, props -- in as professional a manner as possible. The production will include casting, rehearsals, and performances.
- 3) Perform the Play in its mainstage season between June 2023 and December 2024. Notify AACT and the Playwright of performance month/year by May 1, 2023 or 90 days prior to World Premiere.
- 4) Present at least three (3) performances of the Play and pay a royalty of \$50 per performance to the Playwright.
- 5) Communicate with the Playwright prior to and during the production process. Host a workshopping of the script with the playwright, an AACT selected dramaturge, and the director and cast of the production. The workshopping is to be at least three days, held three or more weeks before the opening performance. Provide housing and transportation for the playwright for the workshopping. (AACT will cover costs of dramaturge. Theatre may apply for funding of up to \$4000.)
- 6) Warrant the Producer will make no changes, alterations, and/or omissions to the Play, unless written consent of the Playwright is obtained. All such changes shall become the sole and exclusive property of the Playwright.
- 7) Bring in the Playwright for the opening performance and related festivities, providing housing and transportation. Provide complementary tickets and other hospitality for the opening performance and festivities for AACT staff and representatives of the AACT NewPlayFest Program Partners: Dramatic Publishing and the Jack K. Ayre and Frank Ayre Lee Theatre Foundation.
- 8) Give the Playwright authorship credit in programs and advertisements of the Play. Advertise the production as part of AACT NewPlayFest: include the AACT logo, the name "American Association of Community Theatre" (which may be as part of the logo), and mention of AACT NewPlayFest in all programs and promotions, including online, print, and other media. Include a page in the program for AACT provided copy and graphics about AACT, AACT NewPlayFest, and the legacy of Jack K. Ayre and Frank Ayre Lee.
- 9) Assist AACT in publicizing AACT NewPlayFest nationally, including providing to AACT the performance dates, photos, and other information in a timely manner.
- 10) Determine and be responsible for funding the production budget, including setting admission fees, and including quality production values, marketing/promotion, opening festivities, workshop hosting, and playwright travel and lodging. Funded by the Ayre Theatre Foundation, Producing Theatres will receive \$4000 at the opening of the world premiere.
- 11) Maintain AACT membership and nonprofit status while participating in AACT NewPlayFest.

- 12) ACTS of God - If an unforeseeable cataclysmic event or Act of God prevents the producing theatre from performing the play on the original dates agreed to with AACT, one of two courses of action will be pursued prior to cancelling the performance: (1) AACT will negotiate with the theatre to set new performance dates within a year's time of the original dates, or (2) if the producing theatre is entirely unable to follow through with a performance, AACT will seek an alternative theatre to take over the production. If neither of these approaches results in a performance of the play, AACT will pay the playwright the rights he or she would have received for four performances, and include the play in its NewPlayFest cycle's anthology published by Dramatic Publishing.
- 13) 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.
- 14) The Producer shall not
- a) post any text or video portion of the Play on any website, with the exception of still production photos, without the express written consent of the Playwright.
  - b) Copy and/or distribute a recorded version of the Play, or any part of it, on DVD, VHS, or any other medium, whether for payment or for free, without the express written consent of the Playwright. This shall include, but not be limited to, offering copies of the recorded version to members of the production team, cast, producing organization, and/or media.
- 15) Producer understands that AACT is not responsible for the quality or the artistic decisions of the Producer, and releases AACT, its officers, executives, employees, and board from any liability therefore.
- 16) Producer understands it has no subsidiary rights to the play, i.e. no rights to future earnings of the playwright on the play.

AACT agrees to:

- 1) Conduct national new play contest, including scripts solicitation, use of qualified reviewers, tabulation of scores, and announcement of selection of Producing Theatres and winning scripts/Playwrights.
- 2) Negotiate participation and support of AACT NewPlayFest Program Partners.
- 3) Execute contracts with Producing Theatres and winning Playwrights.
- 4) Contract with the Playwright(s) for the AACT NewPlayFest production to be the world premiere and for the Producer to receive "original production" credit in any future published scripts.
- 5) Facilitate workshopping of the script, including providing a dramaturge, and guide theatres in working with playwrights.
- 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/assistance (as needed) for local promotion.
- 9) Send one or more national AACT representatives to the opening festivities, who will be available to meet/greet theatre patrons, participate in media opportunities, etc.
- 10) Promote sale of the AACT NewPlayFest anthology containing the winning scripts.

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

---

Producer's Signature (President/Executive Director)

---

Date

---

Printed Name

---

Position with Producer

---

Email

---

Phone

---

Quiana Clark-Roland, AACT Executive Director

---

Date

---

Email

---

Phone