

**GOOD APPLES
COLLECTIVE FAQ**

**HOW DO I
READ A
PLAYWRIGHT
CONTRACT?**



HEY THERE!

We're Nina Goodheart and Sophie McIntosh, the co-founders of [Good Apples Collective](#), a developmental orchard for new theatrical works that expose abuses of power, challenge taboos around desire and sexuality, and uplift the voices of queer and gender marginalized communities. We also love to demystify everything that goes into self-producing theater!

We don't pretend to have all the answers, so if you think we're missing something (or want to tell us you found these resources helpful!), we'd love to hear from you at [**goodapplescollective@gmail.com**](mailto:goodapplescollective@gmail.com).

Nina + Sophie

DISCLAIMER

We'd like to note that we're not legal experts, and that this template was created to serve as a guide! The language that we used is what has worked for us in the past, and we strongly encourage you to modify it as necessary to ensure the contract fits the needs of your particular project. The best use of this particular template is regarding projects under the [Equity Showcase Code](#) in New York City.

We strive to keep our resources as comprehensive and up-to-date as possible, but entertainment law and Equity regulations are constantly evolving. By using this template, you acknowledge that Good Apples Collective shall not be held responsible for any liability resulting from your use and/or adaptation of this contract.

We recommend that you have the final version of any contract you write reviewed by a legal representative. The Dramatist Guild provides [free reviews of unsigned contracts](#) for members of the Guild, and also offers [model contracts](#) of their own. We also suggest looking at [The Dramatist's Bill of Rights](#), which is freely available on their website for members and non-members alike.

HOW DO I READ A PLAYWRIGHT CONTRACT?

We're going to break down our template of a contract between a **Playwright** and a **Producer** for an [Equity Showcase](#) production of a new play.

We'll explain the details as we go — or, if you want to skip straight to a plain text, copy-and-pasteable contract template with no annotations, you can find that [HERE](#).

PLAYWRIGHT AGREEMENT
for the Equity Showcase Production of
“[NAME OF SHOW]”

THIS AGREEMENT (“Agreement”), effective as of this _____ day of _____, 20____, is by and between _____ (“Playwright”), resident of the state of New York, and _____ (“Producer”).

In consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

Right off the bat, you’ll want to establish the **who**, **what**, and **when** of a contract. **Who** are the Playwright and Producer making this agreement? **What** play is this contract specifically for? **When** does this contract become valid?

1. WARRANTY.

- a. Playwright warrants and represents that Playwright is the sole author of the Play; the Play is original and not in the public domain; Playwright has the sole right to grant the license and rights herein granted to Producer; and exercise of said rights by Producer will not violate or infringe upon any copyright, rights of privacy or any other rights of any party whatsoever. Playwright shall defend, indemnify and hold harmless Producer and their successors, licensees and assigns from and against any cost, damage or expense, including reasonable attorneys' fees arising from or related to any finally adjudicated breach of the foregoing warranties and representations.
- b. Producer warrants and represents that Producer has all the requisite power and authority to enter into and perform the terms and conditions of this agreement; Producer shall not imply or agree that the Play is a collaborative or joint project or that the authorship of the Play is held by any Person other than Playwright; and the execution and performance by the Producer of this Agreement does not violate any of the terms or conditions of any agreement, contract, or document to which the Producer is party to, and no approval or agreement by any other Person is required to be obtained in connection with the execution of this Agreement. Producer shall defend, indemnify and hold Playwright harmless from and against any cost, damage or expense, including reasonable attorneys' fees, arising out of its production of the Play, other than claims arising from elements or materials furnished by the Playwright and/or arising under the Playwright's above warranty.

Okay — first big chunk of text. But it doesn't say all that much!

A warranty is like your set of givens. **The Playwright promises they definitely wrote the play and that they are allowed to grant the rights to it.** If the Playwright lied or is mistaken about this, the Producer isn't legally liable for that.

The Producer promises that they are also allowed to enter into this deal, and that they won't let the Playwright be held legally or financially responsible for parts of the production that aren't their job (like if an actor gets injured). They also won't say anybody but the Playwright wrote the play.

2. **GRANT OF RIGHTS.** Subject to Section 4 hereof, Playwright agrees to grant to Producer the exclusive rights to present the Initial Showcase Production of the Play, which is expected to include ____ performances over an agreed-upon _____ period spanning from _____ to _____ in the City of New York (the “Initial Showcase Production”), following a rehearsal period spanning from _____ to _____, and a technical rehearsal period spanning from _____ to _____.

This clause is the Playwright saying that **the Producer is the only one who can present this Initial Showcase Production.** It also specifies **how long the Producer has the right to produce this work,** including the span of the run, the length of the rehearsal process, and the number of performances.

Something important: **in the theater industry, playwrights own their own work!** You might say: “As opposed to what?” In the TV and film industries, producers and studios are able to buy a script and its copyright in full, allowing them to do basically whatever they want to it without the playwright’s approval. In the theater industry, it is customary for the playwright of a particular script to grant production rights for a set term. **Playwrights, don’t sign away your copyright!**

3. **COMPENSATION.** In consideration of the right to produce the Play for the Initial Showcase Production, the Producer agrees to pay the Author \$_____, due upon execution of this contract or first rehearsal, whichever is earlier, either by check or by Zelle or another payment app reasonably acceptable to Producer.

Playwright compensation can and should scale based on the size of the production and the financial means of the producer. For example, a bigger theater company or established producer should plan to compensate the Playwright separately for rights to produce the script, a stipend for time spent in rehearsals, a per diem if the playwright is required to travel, royalties (which could be structured as a flat fee per performance, a flat fee for the run, some percentage of the ticket sales, or some other way), etc. For Equity Showcase productions produced by small companies, both parties may agree that the Playwright will simply receive a stipend. Producers, we suggest you do yourself the favor of including payment options like Zelle so that you're not stuck writing a paper check just because of a contract.

4. FUTURE OPTION.

- a. Provided that Producer has presented the Play for a minimum of ___ paid, public performances, and is not in breach of any term or condition of this Agreement, Playwright additionally agrees to grant to Producer the exclusive option to present the Play as a Off-Broadway production under a contract to be negotiated in good faith between Playwright and Producer, contingent upon Playwright receiving from Producer, no later than ___ days after the final performance of the Initial Showcase Production, the following items:
 - i. A written notice of the election by Producer to pursue such option; and
 - ii. A nonrefundable option payment of \$ ___ to Playwright.
- b. The option granted to Producer shall begin on the date upon which Playwright has received such notice and payment, and shall terminate automatically unless both of the following occur:
 - i. Producer and Playwright have both executed, within ___ days, a production agreement negotiated in good faith; and
 - ii. Performances of the Play have commenced at an Off-Broadway theater prior to the date ___ days following the timely receipt of notice and payment.

This clause means that for an agreed-upon period of time, **the Producer can choose to exercise their exclusive option to present the Off-Broadway production of the play.** (So, for example, the Playwright wouldn't be able to go to another producer the week after the Showcase closes and ask them to produce the Off-Broadway production, totally casting aside the original Producer.)

If the producer does not elect to exercise their option, all rights revert back to the Playwright. The length of the period in which the Producer must make this choice is generally a few weeks after the close of the Showcase Production. If the Producer *does* exercise their option, they must **notify the Playwright in writing and pay the Playwright an extra fee.**

The **length of the option period** itself (a.k.a. the period in which the Producer must produce the Off-Broadway production before their exclusive option expires) is generally 6-12 months. It's common for a producer to also request extensions if they can show proof that the production is beginning to come together.

Including a **future option** clause can be a real gift to small producers because it keeps them from getting cut out of the picture should the Showcase be a big success. It's important to note that **this also gives the original producer some major leverage**, since they can reject other production offers during the term of the agreement, which not all playwrights will want to risk.

The option here is specific to Off-Broadway, but there can also be option agreements for First Class (think Broadway and West End), regional, or Second Class (an umbrella term covering regional *and* Off-Broadway) productions.

5. PLAYWRIGHT'S RIGHTS AND REFUSALS.

- a. Producer agrees to rehearse, produce and present the Play with only such additions, omissions, or alterations as may be specifically authorized in writing by Playwright. Any change of any kind whatsoever in the script, title, stage business or performance of the Play made by Producer or any third party and which is acceptable to the Playwright shall be the property of the Playwright, free and clear of all liens and encumbrances, and the Playwright shall not be obligated to make any payments to any Person who makes or suggests any changes in the Play.
- b. Playwright shall have a right of approval, which shall not unreasonably be withheld, over the director, designers, cast, and any replacements therefore.
- c. Playwright shall have the right to be present for all casting sessions, rehearsals and performances through the official closing performance of the Initial Showcase Production (and any other productions mounted by Producer pursuant to this agreement).

This clause is about giving the Playwright control over any changes to the script. It also allows the play to continue to be developed during rehearsals as the team makes new discoveries. This language here, "right of approval," gives the Playwright veto power (within reasonable limits) over who directs, designs, and acts in their work. Stronger language would be "right of selection" (Playwright gets to choose those people themselves). Weaker language would be "right of consultation" (the Producer will ask for the Playwright's thoughts but keeps the final say for themselves). Here, we also gave the Playwright the right to be present for casting, rehearsals, and shows, but we didn't require them to be there. If we wanted to require their presence, we'd use "obligation to be present."

6. **BILLING.** Playwright shall receive billing in all theater programs, prominent front of house, houseboards, posters, email blasts, and any and all paid advertising and publicity issued by, authorized by, or under Producer’s control and generally wherever any individual other than a star above the title is billed, except as hereinafter set forth. No person shall receive billing larger than the Playwright's.

It’s important that the Playwright is **prominently billed** on materials regarding the play — after all, they wrote it!

7. **ORIGINAL PRODUCTION CREDIT.** Playwright agrees that upon and from the expiration of the Term of this Agreement, and thereafter in perpetuity, she will contractually require that the following original production credit is a required term and condition of all grants to any person or entity of the right to produce the Play: “Originally Developed by _____.” Playwright shall further specify and require that such original production credit shall be included in the program of any future productions of the Play, in perpetuity.

This isn’t required, but it can be a nice thing to give the Producer. It just means that from here on out, **whenever this play gets produced, whoever produces it has to give a credit to the original Producer.** You could also adjust the term of the Producer’s credit from “in perpetuity” (a.k.a. forever) to a more limited amount of time.

8. **MEDIATION AND ARBITRATION.** The parties shall use their best good-faith efforts to resolve any disputes concerning or arising under this Agreement through direct discussions. If such discussions fail to resolve the dispute, the parties shall then endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). Thereafter, any unresolved dispute arising out of relating to this Agreement shall be resolved through binding arbitration under the Commercial Arbitration Rules of the AAA. Any such mediation or arbitration shall be conducted either in-person in New York City or, at either party’s election, remotely via Zoom or another mutually acceptable software platform, notwithstanding any otherwise applicable rule of the AAA. In any arbitration or mediation brought for the nonpayment and/or collection of monies, the award of the arbitrator or mediator, as the case may be, shall require the party losing such dispute to pay the costs of such arbitration or mediation plus the prevailing party’s reasonable attorney’s fees.

Basically, "**We'll each do our best to be nice to each other and resolve things like grown-ups.** If we can't figure it out, we'll go to arbitration before it comes to full-on suing each other." **Mediation and arbitration** are both ways to keep big disputes from going to court. Some contracts will specify that the mediator or arbitrator has to have a certain amount of experience with the industry, so they understand why certain issues matter. Again, this template is for New York City — you’ll need to follow the governing law of wherever you are.

Also, the end of this section says that if one party goes after the other party for not paying, it’s possible that, after arbitration or meditation, the party that loses will have to pay the other party’s legal fees. (This can be helpful in not discouraging a Playwright from seeking needed mediation or arbitration because they’re worried about legal fees.)

9. **ENTIRE AGREEMENT; RIDERS.** This agreement constitutes the entire understanding and agreement between the Playwright and Producer with respect to the subject matter of this agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this agreement or referred to or provided for in this agreement. No modification or amendment of any provision of this agreement will be binding on either the Playwright or Producer unless in writing and signed by both the Playwright and Producer. Any other compensation due the Playwright or any additional terms shall be set forth on a Rider to this Agreement and attached to each copy.

This means this contract is the whole agreement! If you want to make changes of any kind, you can't just mention them in a phone call or text — you have to draft a **rider**, which is an attachment to an additional contract that both the playwright and producer add on and sign. Riders exist so you don't have to nullify and rewrite your entire original contract if you decide to add a new clause.

Basically, if there's something you both agree you want to add after this contract has been signed, you can just tack on a rider and sign it, rather than redoing everything.

IN WITNESS WHEREOF, the parties have executed this Agreement.

[NAME OF PRODUCER.]

Producer

[NAME OF PRODUCTION CO.]

Date: _____

[NAME OF PLAYWRIGHT]

Playwright

Date: _____

And then you sign it. **It's not a valid contract until you've both signed it!**

Include the names of the parties clearly typed out, and then sign above. Make sure all parties keep completed copies for their records.