**– LMDA SAMPLE AGREEMENT (2018) –**

 **DEVELOPMENT DRAMATURGY**

**OUTSIDE OF A FESTIVAL SETTING[[1]](#footnote-1)**

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

Between

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

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

-and-

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

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

**1. Dates and Residency**

Theatre agrees to hire Dramaturg to provide services for the development of \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Play”). Work will be completed by DATE. The Terms of the Agreement are as follows:

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

$XXXXX will be paid on the date of the XXX[[2]](#footnote-2)

Dramaturg’s services will include a residency of DATE to DATE,[[3]](#footnote-3) with dates subject to change by mutual written agreement of both the parties. Theatre agrees to provide travel and accommodations if the location of rehearsals and any development-related presentation or performance is more than XXX miles from Dramaturg’s own residence.

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

**2. Fees and Expenses**[[4]](#footnote-4)

In return for services provided, Dramaturg shall be paid the sum of THIS AMOUNT ($\_\_\_\_) Dollars payable in two[[5]](#footnote-5) installments as follows:

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

$XXXXX will be paid on the date of the XXX, or at the end of the development

Period, whichever is first.

Theatre agrees to reimburse Dramaturg for any development related out-of-pocket expenses necessary to the Play, such as the purchase of research materials, photocopying, postage, and long-distance phone calls, upon presentation of appropriate receipts, up to a total of XXX Dollars ($XXX.XX). Any books or other research materials reimbursed by Theatre shall become the property of Theatre or of Dramaturg, as agreed upon by both parties.

Theatre will grant Dramaturg the use of (or expense reimbursement for) Theatre’s copiers, printers, computing equipment, etc. to generate research and Dramaturgical materials and aid in script development as necessary, leading up to and for the duration of the Play’s development process.

**3. Scope of Work and Duties[[6]](#footnote-6)**

The Dramaturg will support the Play with the usual and customary dramaturgical services that Dramaturg, director, playwright, and Theatre deem necessary. Job responsibilities include, but are not limited to, the following:

* Meet and offer analysis, ideas, and notes with regard to text and staging to creative team members and artistic staff, during the development period.
* Report regularly to Theatre Contact on the development and rehearsal of the Play.
* Provide support, if needed, in the management and distribution of script and script changes during the development process.
* Provide research materials as needed and agreed upon for distribution to cast and creative team (such as actor packets or research binders). Dramaturg shall be given at least one month’s notice for preparation of a distributed research packet.
* Lead between ## and ## post-show discussions during workshop performances, on a schedule to be mutually agreed upon between Dramaturg and Theatre Contact.
* Theatre agrees to program readings and/or workshops of the Play, as required by the playwright, director, and Dramaturg, in keeping with Theatre’s time, space, and financial resources. Duties and additional payment for workshop periods will be negotiated separately.

**4. Travel and Accommodations**[[7]](#footnote-7)

Theatre agrees to provide Dramaturg with travel and accommodations each time Dramaturg is to be in residence at Theatre for development services provided under this contract. Theatre shall provide Dramaturg with ## round trip tickets, for coach class air transportation; reimbursement for luggage fees; appropriate local transportation (or reimbursement for such) to and from airports; and a per diem of $XXX for all days in residence, including travel days. Should changes in travel be required by Theatre for purposes of development of the Play, Theatre shall be responsible for any financial obligations. Should changes be required by Dramaturg, Dramaturg shall be responsible for any financial obligation. In addition, Theatre shall provide Dramaturg with a furnished private studio apartment or equivalent, with complimentary wireless Internet access, and access to a printer and a copier for all periods of residency.

**5. Billing[[8]](#footnote-8)**

Dramaturg’s billing for presentations as part of the development process shall be substantially as follows: “Dramaturg”.[[9]](#footnote-9) Should the Play be produced by the organization that develops the Play, the Dramaturg’s billing shall be substantially as follows: “Development Dramaturg.”

**6. Future Production[[10]](#footnote-10)**

For all future productions of the Play produced, co-produced or licensed by Theatre, if Theatre or co-producer engages further dramaturgical services, Dramaturg will have right of first refusal for the position of Production Dramaturg. Future productions, including revivals, transfers, co-productions, and tours of Theatre’s future production of the Play, are defined as any production enlisting the same director and one-half of the original design team and one-half of the original cast. Dramaturg will be considered hired for a future production when a separate contract is signed by Theatre and Dramaturg for dramaturgy services with compensation reasonably commensurate to the market rate for a freelance dramaturg providing production dramaturgy. If Dramaturg is denied employment on future productions, Theatre agrees to pay Dramaturg one-half of the rate that a production dramaturg would receive.

**7. Property Rights**

Dramaturg hereby acknowledges that the playwright is the sole author and owner of the Play, including all contributions made by the Dramaturg, free of any liens and encumbrances.[[11]](#footnote-11)

Not withstanding that, Dramaturg grants Theatre a non-exclusive license to use program notes and research anthologies created by the Dramaturg in the course of provision of services under this contract, for future production of the Play by Theatre. Dramaturg has final approval of material used publicly. Materials created by Dramaturg are not works for hire[[12]](#footnote-12) and shall not be used outside of Theatre’s future production of play without prior written consent of Dramaturg. If Theatre engages in future revival, transfer, co-production, or tour of Play, Theatre must enter into a separate agreement with Dramaturg to license materials.

**8. 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 Theatre.[[13]](#footnote-13)

**9. Force Majeure**

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

**10. Termination**

This contract may be terminated by either party upon two weeks written notice by either party to the other. If Theatre elects to terminate Dramaturg’s services, Dramaturg shall be entitled to receive any fees earned but unpaid prior to Dramaturg’s termination and such credit as provided in Section 5, and neither Theatre nor Dramaturg shall have any further obligation, monetary or otherwise, to each other, other than any provision hereunder that explicitly survives termination.

**11. 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].[[14]](#footnote-14)

**12. Execution**

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

One (1) retained by the Theatre; 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 Theatre

1. This agreement is a sample for development in a **non-profit** setting. For development in commercial settings, please see Sample Contract document “Note on Production Dramaturgy in a commercial setting.” [↑](#footnote-ref-1)
2. Payment is typically made in two or three installments and is tied to signing of contract, to specific dates, or, where applicable, to a deliverable from the Dramaturg. Payments should not be tied to deliverables due from other collaborators. [↑](#footnote-ref-2)
3. If the Dramaturg lives in same area as Theatre, “residency” notion is still applicable when specifying date ranges when the Dramaturg must be available on site. In other cases, agreement may not indicate specific dates, but may indicate a period of several months during which the Dramaturg is paid to be on retainer, essentially “on call.” In this case, the Dramaturg agrees to be available if necessary to perform development duties on a schedule to be determined by mutual agreement. [↑](#footnote-ref-3)
4. Please consult the LMDA Employment Guidelines (p. 25-26) for detailed comments regarding Compensation and Pay Ranges for Freelance Dramaturgs. Also consult p. 5 for a list of resources that may help determine suitable rates of compensation for your situation. [↑](#footnote-ref-4)
5. Payment is often made in two installments for a development situation. [↑](#footnote-ref-5)
6. Responsibilities must be tailored in each case to the situation being negotiated. This list is offered as an example only, not as a recommendation for a specific contract or specific duties. Consult LMDA Employment Guidelines (p. 15-16) for an overview of job descriptions and tasks that may be appropriate for your situation. [↑](#footnote-ref-6)
7. Travel and Accommodations only apply when residency is not in the Dramaturg’s home area. [↑](#footnote-ref-7)
8. For a developmental contract, this clause may not be necessary or appropriate. It is included here to ensure that both parties discuss the possibility of future collaboration on the Play if it moves on to production at the Theatre. Arrangements for future billing may be appropriate where the Dramaturg has contributed very substantially to the development of the piece, and/or if the Dramaturg has a high standing or deep experience in the field. Please consult the LMDA Employment Guidelines (p. 16-18) for detailed comments regarding Credit. [↑](#footnote-ref-8)
9. Exact title may vary depending on situation. [↑](#footnote-ref-9)
10. Both parties should discuss the possibility of future collaboration on the Play if it moves on to production at the Theatre. In many cases, it may be appropriate for the Theatre to have no obligation in this regard. In other cases, it may be appropriate for the Dramaturg to have right of first refusal, if the Dramaturg has contributed to an unusual degree to the development of the piece, and/or if the Dramaturg has a high standing or deep experience in the field. Please consult the LMDA Employment Guidelines (p. 15-19) for detailed comments on ‘Exceptional Services.’ In cases that do meet the criteria for Exceptional Services, a Dramaturg may instead choose to ask a Theatre to make “best efforts” to obtain employment for the Dramaturg on a future production. [↑](#footnote-ref-10)
11. This typically applies when the playwright is actively involved in script work as part of the process, but not in a case where the Dramaturg is the principle translator or adapter, in which case Dramaturg should seek a separate agreement regarding ownership of the finished text, separate from work as dramaturg on the production. [↑](#footnote-ref-11)
12. “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-12)
13. 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-13)
14. 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-14)