**– LMDA SAMPLE AGREEMENT –**

**– November 2016 –**

**FESTIVAL DRAMATURGY**

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 the Dramaturg to provide services for a workshop of \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Play”), with performances at NAME OF THEATRE SPACE. The Terms of the Agreement are as follows:

 **First rehearsal: DATE**

 **Performances: DATE**

Dramaturg’s services will include a residency of DATE to DATE,[[1]](#footnote-1) 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 performances is more than XXX miles from Dramaturg’s own residence.

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

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

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

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

$XXXXX will be paid on the date of XXX or final workshop performance, whichever is first.

The Dramaturg shall be entitled to one complimentary ticket to each of the performances in the Festival.

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

Dramaturg will support the Play with the usual and customary dramaturgical services that Dramaturg, director, playwright, and Theatre deem necessary. Dramaturg and Theatre Contact will discuss particulars of these services with director and playwright well in advance of First Rehearsal. Dramaturg will work on a schedule to be agreed upon and coordinated via Theatre Contact, up to XX hours per week, unless otherwise agreed upon by both parties. 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, before rehearsals/workshops begin and until project is complete.
* 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 up to and 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.

**4. Billing**

Dramaturg’s billing shall be substantially as follows: “Dramaturg”.[[4]](#footnote-4) Dramaturg shall receive billing in festival program, in press releases, on posters, on houseboards, and in any other material that lists the festival dramaturgs and in accordance with the Theatre’s usual practice. If artists’ biographical information appears in the festival program, then the Dramaturg’s approved biographical information shall appear in the program.

Should the Play be produced by the organization that produces the festival, the Dramaturg’s billing shall be substantially as follows: “Development Dramaturg.” [[5]](#footnote-5)

**5. Travel and Accommodations**[[6]](#footnote-6)

Theatre agrees to provide Dramaturg with travel and accommodations each time Dramaturg is to be in residence at Theatre for festival purposes. 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 the festival, 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.

1. **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.[[7]](#footnote-7)

Not withstanding that, Dramaturg grants Theatre a non-exclusive license to use program notes and research anthologies[[8]](#footnote-8) created by the Dramaturg in the course of provision of services under this contract, for public presentation of the workshop of the Play by Theatre. Dramaturg has final approval of material used publicly. Materials created by the Dramaturg are not works for hire[[9]](#footnote-9) and shall not be used outside of Theatre’s production of play without prior written consent of Dramaturg. If the Theatre engages in future transfer, revival, co-production, or tour of Play, Theatre must enter into a separate agreement with Dramaturgy to license materials.

**7. Not An Employee**

It will be understood and agreed by the parties hereto for the purposes of this Agreement that the Dramaturg will be considered an independent contractor, not an employee of the Theatre.[[10]](#footnote-10)

**8. 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.

**9. Termination**

This contract may be terminated by either party upon seven days written notice if the other party materially breaches any provision of this agreement.

**10. 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].[[11]](#footnote-11)

**11. 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. If Dramaturg lives in same area as Theatre, “residency” notion is still applicable when specifying date ranges when Dramaturg must be available on site. [↑](#footnote-ref-1)
2. Please consult the LMDA Employment Guidelines (p. 18-19, 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-2)
3. 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 (pp. 15-16) for an overview of job descriptions and tasks that may be appropriate for your situation. [↑](#footnote-ref-3)
4. Exact title may vary depending on situation. [↑](#footnote-ref-4)
5. Please consult the LMDA Employment Guidelines (pp. 16-18) for detailed comments regarding Credit. It is standard for a festival dramaturg to be credited in the festival program. However, billing for eventual production as part of a festival contract is not typical of most festival dramaturgy arrangements. In some cases, depending on the Dramaturg’s relationship with the Theatre and writer, and depending on their standing in the profession, some dramaturgs have negotiated this kind of billing arrangement for festival work. [↑](#footnote-ref-5)
6. Travel and Accommodations only apply when residency is not in the Dramaturg’s home area. [↑](#footnote-ref-6)
7. 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-7)
8. Parties should tailor the list of applicable dramaturgical materials to their specific situation. [↑](#footnote-ref-8)
9. “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-9)
10. 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-10)
11. 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-11)