

## **AGREEMENT**

This Agreement is entered into by and between The Essential Theatre, a Georgia non-profit corporation (the "Essential Theatre") and Author.

**WHEREAS**, the Essential Theatre is in the business of producing plays, and has endeavored to conduct a contest for the voluntary submission of plays;

**WHEREAS**, the Essential Theatre will select a winner from the submitted plays (hereinafter referred to as the "Play"); and

**WHEREAS**, Author through the act of submitting a play for the contest agrees to execute this Agreement and be bound by the terms hereof if selected the winner of the contest.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

### **Article I – Submissions for Contest**

1.01. Submissions Guidelines. Essential Theatre will conduct a playwriting contest. To be eligible for the contest, plays must be submitted by the date published by Essential Theatre. Submitted plays must be authored by residents of the State of Georgia. If the submitted play is written by a team of authors, at least one of them needs to be a resident of the State of Georgia. The submitted plays must have never been professionally performed. The winner or winners of the contest will be notified by the date published by Essential Theatre.

1.02. Author to be Bound. By submitting a play for the contest, contestants agree that if selected the winner they will execute this contract. To be eligible to be selected as contest winner, the Author must agree to the terms of this agreement.

1.03. Prize. If selected as the winner of the contest and following execution of this Agreement, Author will be awarded \$600.00 from Essential Theatre. Essential Theatre may also stage public readings of the winning play before the end of 2009. Essential Theatre will further consider presenting a live stage production of the play during the 2010 Power Plays Festival. Essential Theatre, at its sole discretion will decide whether or not to present such a live stage production of the Play.

1.04. Withdrawal of Submission. Plays may be withdrawn by the Author only if a written request for such action is received by Essential Theatre within three months after the contest's last submission deadline.

### **Article II – Copyright and Ownership**

2.01. Ownership of Copyright. Author shall retain sole and complete title, both legal and equitable, including copyright ownership, in and to the Play and all rights and uses of every kind except as otherwise specifically herein provided. Author reserves all rights and uses now in existence or which may hereafter come into existence, except as specifically herein provided. Essential Theatre represents and warrants that it shall not, nor shall it permit any person under its control, direction or employ, to privately or publicly, directly or by implication represent, imply, or agree that the play is a collaborative or joint project or a joint work as defined by 17 U.S.C. Section 101, or that the authorship of the play is held by any person other than the Author.

2.02. Rehearsals. The Author shall have the right to attend all casting sessions and rehearsals, as well as all previews and the official opening of the Play.

2.03. Changes. Essential Theatre recognizes that the Play is the exclusive artistic creation of the Author. The Author, however, agrees to permit Essential Theatre to make limited additions, omissions and/or alterations to the Play for its 2008 Power Plays Festival, including without limitation dialogue and stage directions, subject to the Author's approval. Any change of any kind whatsoever in the manuscript, title, stage business or performance of the play made by Essential Theatre shall be the property of the Author, free and clear of all liens and encumbrances, and the Author shall not be obligated to make any payments to any person who makes or suggests any changes in the Play.

2.04. Casting. The cast, director, artistic staff and design elements, including all replacements thereof and understudies therefore, shall be subject to the exclusive approval of the Essential Theatre.

**Article III – Grant of Rights to Essential Theatre**

3.01. Initial Grant of Exclusive Rights. If the play is selected as the winner of the Competition, Author agrees to grant Essential Theatre the sole and exclusive right to present the premier live stage productions of the Play for the period up to and including December 31, 2010. Essential Theatre may exercise this right at its sole discretion.

3.02. No Royalty. The rights granted by Author to Essential Theatre in Section 3.01 are royalty-free. Notwithstanding Section 1.03, Essential Theatre shall pay no royalty or other additional compensation to Author for its live production of the Play in 2010.

**Article IV – Credits**

4.01. Author Credit. Essential Theatre will, for all of its presentations of the Play, announce the name of Author as sole author of the Play upon all programs and in all related advertising matter.

4.02. Rights to Promote. Author hereby grants to Essential Theatre, the right to use Author’s name, biography, photographs, likeness or recorded voice (referred to in this Section as “materials”), and the title of and excerpts from the Play for advertising, press and promotional purposes by any means or medium.

4.03. Essential Theatre Credit. If Essential Theatre exercises its option in Section 3.01 to present the premiere of the Play, Author shall require that Essential Theatre receive conspicuously placed billing credit in the programs, publications and/or on screen; and shall in good faith attempt to cause Essential Theatre to receive credit. It is further understood and agreed to by the Author that the Essential Theatre will be listed as First Producer, and the Author will include the following credit on a separate page immediately after the title page of any and all published, photocopied or otherwise reproduced versions of the play, in a style comparable to that given the same persons in Samuel French or Dramatists Play Service publications of plays: [play title] was the winner of the [year] Essential Theatre Playwriting Award and was produced originally by the Essential Theatre, Peter Hardy, Artistic Director, as part of the [year] Power Plays Festival [year] in Atlanta, Georgia, during [month and year] with [the producers, director, designers, cast members and other personnel responsible for the said production.] It is agreed that the Author shall cause to appear on the title page of programs of subsequent live stage productions of the Work, not produced or co-produced by Essential Theatre, in not less than six (6) point type, the following: [play title] was produced originally by Peter Hardy for the Essential Theatre in Atlanta, Georgia, in [year].

**Article V – Warranties, Representations and Covenants**

5.01. Scope of Warranties, Representations and Covenants. Author hereby makes the following warranties, representations and covenants with respect to the Play: Author is the sole and exclusive author, owner and the copyright proprietor of the Play and of all rights of every kind or nature therein, and Author has the right and authority to enter into this Contract and to grant the rights granted herein; and Author has not entered into any agreement with a third party which contradicts the rights granted to Essential Theatre hereunder.

5.02. Indemnification. Author shall indemnify Essential Theatre for any and all claims, damages, costs and legal fees incurred by Essential Theatre which result from the infringement of any third party rights by Author. In no event shall Author be responsible for any material in the Play supplied by Essential Theatre. Upon any suit being brought against Author or Essential Theatre alone, such person shall promptly inform in writing the other of such fact.

IN WITNESS WHEREOF, each of the parties has signed this Agreement.

Essential Theatre, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Author  
By: \_\_\_\_\_  
Date: \_\_\_\_\_