

PRODUCTION CONTRACT FOR PLAYS
ALLIANCE OF LOS ANGELES PLAYWRIGHTS
7190 SUNSET BOULEVARD, #1050
LOS ANGELES, CA 90046

This AGREEMENT entered into this _____ day of _____ (Effective Date), by and between _____, hereinafter referred to as the "AUTHOR," and _____, hereinafter referred to as the "THEATRE," to present and to produce a production of a theatre piece now entitled _____, hereinafter referred to as the "PLAY."

WITNESSETH: Whereas, The Alliance of Los Angeles Playwrights has promulgated this form of agreement known as the PRODUCTION CONTRACT FOR PLAYS (PCP), which it has recommended to its members as being fair and reasonable to both authors and producers; now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
WARRANTIES, INDEMNIFICATION, AND REPRESENTATIONS

The AUTHOR hereby represents, warrants and agrees that:

- 1.1 He/she is the sole owner and author of the PLAY, all of which is wholly original with him/her, and has not been copied in whole or in part from any other work; the play does not and will not, and the use of the play as herein contemplated will not violate, conflict with, or infringe upon, any rights whatsoever of any person, firm, organization, or corporation.
- 1.2 He/she has the sole and exclusive right to enter this AGREEMENT, and the full warrant and authority to grant the rights granted by him/her hereinunder.
- 1.3 He/she will hold harmless and indemnify the THEATRE against any losses, cost expenses (including reasonable attorney's fees), damages, or recoveries caused by or arising out of any breach of the representation or warranties herein made.

ARTICLE II
GRANT OF RIGHTS AND SERVICES

- 2.1 The AUTHOR hereby grants to the THEATRE the sole and exclusive rights, subject to the terms of this AGREEMENT, to present the PLAY for one or more performances. For the purposes of this AGREEMENT, the term "Performance" shall mean live stage productions on the speaking stage under the THEATRE'S own management in a regular evening bill (including matinees if such is in the THEATRE'S regular schedule of performances). The term "produce" and "present" (and their derivations) shall be used interchangeably.
- 2.2 The author hereby agrees to:
 - 2.2.1 Perform such services as may be necessary in making revisions of the PLAY;

- 2.2.2 Assist in the selection of the cast and consult with, assist, and advise the THEATRE, director, scenic, lighting, costume, sound designers, choreographer and/or dance director, stage combat/fight choreographer, and conductor, if any, regarding any problem arising out of the production of the PLAY (if the AUTHOR is available).
- 2.2.3 Attend rehearsals of the PLAY, as well as previews, and the Official Press Opening, provided he/she is in residence or is available to do so, and provided that, however, the AUTHOR may be excluded from such attendance on showing reasonable cause.
- 2.3 The AUTHOR agrees that he/she shall not, during the "Production Period" (as defined herein), grant or license any other person, firm, organization, or corporation (a) any stage rights to the PLAY or any version thereof for presentation within a 150 mile radius of the county of Los Angeles, California, during the Production Period; or (b) the right to exhibit or perform the PLAY, in whole or in part, in the same designated area, during the Production Period by means of radio, television, motion picture or other methods of electronic transmission or reproduction. If applicable that the THEATRE'S presentation of the play be deemed a "World Premiere," or "United States Premiere," or "North American Premiere" the exclusivity of production rights granted by the AUTHOR under this AGREEMENT to the THEATRE may be extended to all further territories which are to be negotiated (as described and defined hereinafter in Article XVI). For purposes of this AGREEMENT, "Production Period" shall refer to the period of time from the Effective Date of this AGREEMENT to the end of the run of the play at the THEATRE'S facilities. The grant of exclusive rights to the THEATRE under this section shall be for the duration of the Production Period only.
- 2.4 It is understood that Section 2.3 does not prevent the AUTHOR from entering into other contractual agreements for presentation of the PLAY with other persons, firms, organizations, or corporations during the Production Period; provided, however, the date of such presentations must be confirmed contractually to occur after the date the exclusive rights to the THEATRE of the PLAY, as defined herein, are terminated.
- 2.5 Although nothing herein shall be deemed to obligate the THEATRE to produce the PLAY, nevertheless, unless the THEATRE presents the first paid Public Performance of the PLAY within the applicable time period described hereinafter (and defined as the Production Period), for which prescribed payment has been made, the THEATRE'S rights to produce the PLAY and to the services of the AUTHOR shall then automatically and without notice terminate and all rights shall revert to the AUTHOR.

ARTICLE III
ADVANCES AND ROYALTY PAYMENTS

- 3.1 In consideration for the right to produce the PLAY, the THEATRE agrees to pay the AUTHOR an advance of \$_____, due upon the execution of the AGREEMENT. The time period the Advance encompasses is from the Effective Date of this AGREEMENT through the Production Date, as defined in Section 4.1. The Advance is non-returnable, but is recoupable from royalties earned hereunder.
- 3.2 The THEATRE shall have the right to extend its option of the PLAY for an additional three (3) months upon giving notice to the AUTHOR 30 days prior to the expiration of the foregoing Production Period and upon payment to the AUTHOR of an additional \$_____.
- 3.3 The THEATRE shall pay the AUTHOR a royalty of five percent (5%) of the gross weekly box office receipts or \$30 for each paid public performance, whichever is greater, and commencing with the first paid public performance in accordance with the terms stipulated in Sections 3.10

and 3.12 herein.

- 3.4 If the PLAY is extended beyond its announced limited run and/or number of specific performances, the AUTHOR shall receive a royalty of seven percent (7%) of the gross weekly box office receipts, or \$40 for each paid public performance, whichever is greater, for each extension performance, to begin at the first extension performance.
- 3.5 Should the THEATRE recoup its investment during the limited, designated run of the production, or during the extension, the AUTHOR shall be paid ten percent (10%) of the gross weekly box office receipts, or \$50 for each paid public performance, whichever is greater, to begin with the first post recoupment performance and each performance thereafter during the production period (as defined in Section 2.3).
- 3.6 For purposes of this AGREEMENT, "Gross Weekly Office Receipts" shall mean all sums received by the THEATRE from all ticket sales to the PLAY, allocable to performances given in such performance week, less the following deductions:
- (a) federal and other admission taxes;
 - (b) customary commissions and fees, as may be prevailing from time to time, the connection with theatre parties, benefits, telephone sales, commissions or fees from group sales, and group discounts for group sales;
 - (c) commissions and fees paid to or retained by credit card companies for sales of tickets.
- 3.7 If the tickets for the PLAY are sold on a subscription basis (for which the THEATRE receives less than the full price that would be received if the tickets were sold at the box office), gross weekly box office receipts for the PLAY shall be calculated in accordance with the THEATRE'S practices in making such calculations during the preceding five (5) years.
- 3.8 If the THEATRE at any time fails to make any royalty payment when due, the AUTHOR may, at his/her option, send the THEATRE written notice to correct such failure or breach within five (5) business days; or, if the THEATRE disagrees with the AUTHOR'S allegations, the THEATRE shall send the AUTHOR written notice thereof with said (5) days and either party shall immediately submit the dispute to arbitration as provided in Article XIII herein. If the THEATRE does not, within said 5-day period, correct such breach or send the AUTHOR the above mentioned notice, or if the THEATRE does send the notice and the arbitrator determines that all or part of such royalties should be paid and the THEATRE does not make the payments due as required by the award within ten (10) business days after the THEATRE'S receipt of a copy of such award, then all of the THEATRE'S rights granted pursuant to this AGREEMENT shall cease, and revert to the AUTHOR upon the expiration of said 5-day or 10-day period. The award of the arbitrator shall require the part losing such dispute to pay the costs of the arbitration plus the prevailing party's reasonable attorney's fees.
- 3.9 The portion of the gross weekly box office receipts due the AUTHOR shall belong to the AUTHOR and shall be held in trust by the THEATRE as the AUTHOR'S property until payment. The trust nature of such funds shall not be questioned, whether the monies are physically segregated or not. In the event of breach of trust hereunder, the AUTHOR may, at his/her option pursue his/her remedies at law or in equity in lieu of the arbitration procedure established in this AGREEMENT.
- 3.10 The method of payment of all monies due the AUTHOR shall be by check. Said check shall be drawn to the order of the AUTHOR and shall be sent to where the AUTHOR indicates in writing to the THEATRE where he/she desires the check to be sent.
- 3.11 If the AUTHOR is comprised of more than one person, all sums set forth herein as being payable to the AUTHOR represent the aggregate of all amounts payable to all persons comprising the AUTHOR. Such aggregate amounts shall be divided equally unless otherwise provided in Article XVI herein.

- 3.12 The AUTHOR'S compensation shall be due within seven (7) days after the end of each performance week.

ARTICLE IV
PRODUCTION DATES

- 4.1 The AUTHOR hereby grants to the THEATRE, subject to the terms and conditions hereof, the right to produce and present the PLAY by the THEATRE at the THEATRE'S facilities beginning on or about _____ (the "Production Date"), and closing on or about _____. For purposes of this AGREEMENT, "Production Date" is the first paid public performance of the PLAY, exclusive of previews.
- 4.2 The change in locations of presentations of the PLAY by the THEATRE other than the location the address of which is herein provided, for whatever reason, and at any time during the Production Period, shall not be made without the consent and approval in writing of the AUTHOR.
- 4.3 The THEATRE reserves the right, for whatever reasons, to change the production dates of the PLAY within the announced season it is to be presented, provided, however, that the AUTHOR has been notified and informed in writing as to the decision and agrees in writing to the production date changes, that agreement not to be unreasonably withheld.
- 4.4 If there is no production by the date specified as the closing date, or the extended closing date, or the revised closing date, if applicable, the THEATRE'S rights to produce and present the PLAY pursuant to this AGREEMENT shall terminate and all rights to the PLAY granted to the THEATRE shall revert to the AUTHOR on the date specified as the closing date, or extended date, or revised date, as the case may be.

ARTICLE V
REHEARSAL PERIOD GUARANTEE

- 5.1 The THEATRE'S production of the PLAY shall be rehearsed for a period of not less than three (3) weeks.

ARTICLE VI
OWNERSHIP OF COPYRIGHT

- 6.1 Any copyright of the PLAY, including any extensions or renewals thereof throughout the world, shall be in the name of the AUTHOR.
- 6.2 The PLAY is the property of the AUTHOR.

ARTICLE VII
GENERAL PRODUCTION PROVISIONS AND ARTISTIC APPROVAL

- 7.1 The THEATRE recognizes that the PLAY is the artistic creation of the AUTHOR, and agrees it will not make, or allow to be made, any additions, omissions, or alterations in the manuscript of the PLAY, including dialogue and stage directions, without the written consent of the AUTHOR. Any violation of this section will be cause for the AUTHOR to declare this AGREEMENT null and void immediately.
- 7.2 Any changes that are so made in the manuscript, emendations or incidental dialogue, stage directions, accepted by the AUTHOR immediately become the property of the AUTHOR. The AUTHOR shall not be obligated to make payment to any person who makes or suggests any such changes unless the AUTHOR has entered into a separate written agreement with that person providing for such payment.
- 7.3 If the AUTHOR is not, for any reason, in residence during the rehearsals and previews of the PLAY, all changes requested should be made by phone or in writing, either by mail or FAX, with the AUTHOR for his consent or his revisions. All verbal agreements by the AUTHOR to specific changes in the manuscript by phone or during rehearsals must be confirmed in writing within twenty-four (24) hours by the AUTHOR.
- 7.4 The THEATRE represents and warrants that it shall not, nor permit any party under its control, direction, or employ, to privately or publicly, directly or by implication represent that the PLAY is a collaborative or joint project nor state or imply that the authorship of the PLAY is held by anyone other than the AUTHOR.
- 7.5 The AUTHOR grants permission to the THEATRE to make _____ (number) copies of the manuscript of the PLAY for their production. Only the THEATRE is authorized to make reproduction and/or copies of the manuscript of the PLAY, by whatever means.
- 7.6 Reproductions or copies of the manuscript of the PLAY, or parts thereof, revisions, new pages, etc., are to be made at the expense of the THEATRE, not at the expense of the AUTHOR.
- 7.7 The THEATRE and the AUTHOR will mutually select and approve the director of the production, such approval not to be unreasonably withheld by either party.
- 7.8 The AUTHOR, if in residence, and if possible if not in residence, agrees to make himself/ herself available for all necessary casting sessions. The THEATRE (or its representatives) and the AUTHOR shall mutually select and approve the cast for the production, such approval not to be unreasonably withheld by either party. Arrangements for the AUTHOR'S presence at casting sessions are pursuant to negotiations as stipulated in Article IX.
- 7.9 The THEATRE agrees that the PLAY shall be presented with a cast, director, scenic, lighting, costume, and sound design, and when and where applicable and appropriate, stage combat/fight director, choreographer/dance director, and conductor, including replacements thereof, that shall be mutually approved by the THEATRE and the AUTHOR, and that the AUTHOR shall have the right to confer with the THEATRE on production elements and other elements of the production. Such approvals not to be unreasonably withheld by either party.
- 7.10 The AUTHOR shall have the right to attend all rehearsals of the PLAY.
- 7.11 The AUTHOR hereby grants to the THEATRE the rights to use the AUTHOR'S name, biography, photographs, likeness, or recorded voice (referred to herein as "materials"), and the title of and excerpts from the PLAY for advertising, press, and promotional purposes by any means or medium.
- 7.12 The THEATRE shall include the AUTHOR'S biography in all programs used by the THEATRE

in which any other biography appears.

- 7.13 The AUTHOR shall submit to the THEATRE all biographical materials, photographs, and all other materials for all programs and other advertising and promotional purposes by the requested time. The THEATRE shall submit to the AUTHOR, for approval, all materials which the THEATRE intends to use. If the AUTHOR does not advise the THEATRE within 72 hours of receipt of the materials of desired changes therein, the materials shall be deemed approved as submitted by the THEATRE.
- 7.14 The AUTHOR agrees to make himself/ herself reasonably available, if in residence, when reasonably requested and adequately notified, for publicity and interviews from whatever media in regards to promotion of the PLAY. If the AUTHOR is not in residence, he/she agrees to cooperate, under the same conditions as if in residence, with long distance interviews, by phone or in writing, from whatever media in regards to the promotion of the PLAY.
- 7.15 The following notice shall appear in all programs, if applicable and appropriate: "The playwright is a member of The Alliance of Los Angeles Playwrights." This notice is to appear in the AUTHOR'S biographical listing, or elsewhere in the program.
- 7.16 The AUTHOR shall have two (2) house seats for any performance during the run of the PLAY, provided he/she gives at least twenty-four (24) hours notice to the THEATRE.

ARTICLE VIII
BILLING

- 8.1 The AUTHOR shall receive billing credit in all programs, advertising, and publicity for the PLAY under the control of the THEATRE. The THEATRE shall in no event have any obligation to give the AUTHOR billing in any advertising less than 4" by 5", provided the THEATRE is not billed as producer on such advertising.
- 8.2 The AUTHOR'S billing shall be on a separate line immediately beneath the title of the PLAY. Such credit shall appear on a separate line on which no other credit shall appear. The credit shall be in an agreed size, type, and position on the copy. Such agreement is negotiable as pursuant to provisions in Article XVI. In no event shall any other person receive billing in larger type than the AUTHOR. No person's name shall appear above the AUTHOR'S name except the THEATRE or players over the title.
- 8.3 No casual or inadvertent failure to comply with the provisions of this section shall be deemed a breach of this AGREEMENT unless the THEATRE does not remedy the mistake promptly upon the THEATRE'S receipt of notice of same from the AUTHOR.
- 8.4 The provisions in this Article may be supplemented by such additional terms as the AUTHOR and the THEATRE shall agree in Article XVI herein.
- 8.5 The AUTHOR shall use his/her best efforts to cause the THEATRE to receive billing credit during the period from the opening of the production hereunder for five (5) years thereafter in all productions and presentations of the PLAY and in all programs and publications of the PLAY in book and/or magazine forms, substantially as follows: "Originally produced by _____."

ARTICLE IX
REIMBURSEMENT OF EXPENSES

- 9.1 For purposes of this AGREEMENT, the AUTHOR shall be considered to be “in residence” if he/she resides within Los Angeles County, California. Provisions for the expansion of the term “in residence” may be supplemented by additional terms and definitions as the AUTHOR and the THEATRE shall agree in Article XVI herein.
- 9.2 If the AUTHOR resides in a radius from the THEATRE’S facility to be considered “in residence,” the THEATRE shall reimburse the AUTHOR for reasonable travel expenses from _____ (AUTHOR’S residence) to _____ (rehearsal facilities and/or the THEATRE’S facilities) to attend rehearsals, preview performances, and the official opening of the PLAY in an amount not to exceed \$_____per mile.
- 9.3 The THEATRE shall also reimburse the AUTHOR for reasonable travel expenses at any other time when the AUTHOR is requested by the THEATRE to make a trip in connection with the play.
- 9.4 If the AUTHOR is not in residence, the THEATRE shall reimburse the AUTHOR for reasonable hotel accommodations, or provide the AUTHOR with reasonable accommodations, during (1) the rehearsal period, preview performances, and through one day after the official opening of the PLAY; and (2) at any other time when the AUTHOR’S presence is requested by the THEATRE.
- 9.5 If the AUTHOR is not in residence, during the rehearsal period, preview performances, and through one day after the official opening of the PLAY, and at any other time when the AUTHOR’S presence is requested by the THEATRE, the THEATRE shall reimburse the AUTHOR for per diem living expenses in an amount not to exceed \$_____per day.
- 9.6 The THEATRE agrees to reimburse the AUTHOR for any “out of pocket” expenses he/she may incur in the rendering of his/her services to the THEATRE and/or the production of the PLAY.
- 9.7 All reimbursements of expenses shall be honored once the THEATRE has been provided with proof and evidence presented to the THEATRE that such expenses were incurred by the AUTHOR. Such reimbursements shall be paid to the AUTHOR within seven (7) working days from the time the evidence of the expenses has been presented to and accepted by the THEATRE.
- 9.8 In no event shall the AUTHOR be denied travel expenses, per diem, or reimbursements of any other agreed upon expenses if any other member under the THEATRE’S employ, direction, or control be granted any manner of reimbursement or expense allotment or allowance.
- 9.9 The provisions of this Article may be supplemented by such additional terms as the AUTHOR and THEATRE shall agree in Article XVI herein.

ARTICLE X
THEATRE’S ASSIGNMENT OF GRANTED RIGHTS

- 10.1 The THEATRE shall not have the right to assign this AGREEMENT or the rights granted herein to the THEATRE to any other theatre, producer, corporation, partnership, or other entity without first having obtained consent in writing of the AUTHOR.
- 10.2 Separate and additional contracts must be executed and filed for any revival, extension, tour,

transfer, and electronic reproduction and transmission not specified herein.

ARTICLE XI
GRANTING SUBSIDIARY RIGHTS

- 11.1 For purposes of this AGREEMENT, Subsidiary Rights shall be defined as follows: any first or second class production, LORT, Off-Broadway, first or second class touring productions as defined by the Approved Production Contract (APC) as promulgated by The Dramatists Guild; world wide motion pictures, free, pay, or cable television; video cassette, video disc; and all other kinds of visual and audio-visual productions now in existence or developed in the future; radio and recordings.
- 11.2 However, subsidiary rights as defined herein shall not include rights in the PLAY from productions in any of the "Additional Territories" as defined in Section 9.03 of the APC.
- 11.3 Although the relationship between the parties is limited to the production of the PLAY as herein provided, and the AUTHOR alone owns and controls the PLAY with respect to all other uses, nevertheless, the AUTHOR recognizes that by a successful production, the THEATRE has made a contribution to the value of uses of the PLAY, and if the THEATRE has produced the PLAY as provided herein for a minimum of sixteen (16) performances, beginning with the official opening of the PLAY, the AUTHOR agrees the THEATRE shall be entitled to receive three percent (3%) of the AUTHOR'S net proceeds derived from the disposition of subsidiary rights, as defined herein, if said disposition in regards to all subsidiary rights herein, except motion pictures, television, and video, occurs within a two (2) year period following the final performance of the PLAY at the THEATRE. If said disposition of motion pictures, television, and/or video takes place during a five (5) year period following the final performance of the PLAY at the THEATRE, the THEATRE shall be entitled to receive three percent (3%) of the AUTHOR'S net proceeds derived from said disposition.
- 11.4 The AUTHOR'S net proceeds from the disposition of subsidiary rights shall be defined as all net income actually received by the AUTHOR, less commissions payable to an agent. The AUTHOR shall forward the THEATRE'S share within thirty (30) days after the AUTHOR or his/ her representative receives payment for such disposition and the payment shall be accompanied by statements to the THEATRE.
- 11.5 The THEATRE shall be entitled to participate in the AUTHOR'S subsidiary rights from the PLAY only if the THEATRE is the "Originating Theatre." For purposes of this AGREEMENT, the "Originating Theatre" shall be the first theatre to present sixteen (16) consecutive paid public performances of the PLAY, including the official opening performance
- 11.6 The THEATRE shall not be entitled to participate in the AUTHOR'S subsidiary rights if it has not presented a minimum of sixteen (16) consecutive paid public performances and/or has failed to comply in all respect with the terms of this AGREEMENT, including payment of all sums required hereunder.
- 11.7 The THEATRE shall not be entitled to participate in any of the AUTHOR'S subsidiary rights proceeds if the disposition of such subsidiary rights occurred prior to the Effective Date of this AGREEMENT.
- 11.8 If the THEATRE at any time fails to make any royalty payment when due and this AGREEMENT is terminated pursuant to the provisions of Article III, the AUTHOR shall be relieved of any obligation to make subsidiary rights payments to the THEATRE hereunder.
- 11.9 If the THEATRE, alone, or in association with others, and with the consent in writing of the

AUTHOR, presents or otherwise shares financially in a First Class or Off-Broadway production, or first class touring production, subsequent to its production, and if the PLAY is presented for a sufficient number of performances for the THEATRE'S rights to vest under any subsequent production contract, the THEATRE shall not be entitled to participate in the AUTHOR'S subsidiary rights proceeds under this AGREEMENT. The THEATRE shall be entitled to such subsidiary rights proceeds as may be provided in the contract between the Producer and the AUTHOR for the subsequent production.

ARTICLE XII
RESERVATION OF RIGHTS

- 12.1 The AUTHOR shall retain sole and complete title, both legal and equitable, in and to the PLAY and all rights and uses of every kind except as otherwise specifically herein provided. The AUTHOR reserves all rights and uses now in existence or which may hereafter come into existence, except as specifically herein provided. Any rights reserved shall not be deemed competitive with any of the THEATRE'S rights and may be exercised by the AUTHOR at any time except as otherwise specifically provided herein.

ARTICLE XIII
ARBITRATION

- 13.1 The parties agree that any and all claims, disputes, or controversy arising between the AUTHOR and the THEATRE hereunder or in connection with this AGREEMENT shall be submitted to arbitration in the State of California, the City of Los Angeles. If the AUTHOR is a member of The Alliance of Los Angeles Playwrights, the Alliance shall receive notice of such arbitration and shall have the right to be a party to the same. Judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

ARTICLE XIV
FILE WITH THE ALLIANCE OF LOS ANGELES PLAYWRIGHTS

- 14.1 If the AUTHOR be a member of The Alliance of Los Angeles Playwrights, a signed copy of this completed AGREEMENT will be filed with the ALAP offices in Los Angeles, CA, promptly from the Effective Date herein.

ARTICLE XV
MISCELLANEOUS PROVISIONS

- 15.1 This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of California applicable to all contracts made and entirely performed within.
- 15.2 All notices to either party shall be in writing and given by personal delivery, certified or registered mail (return receipt requested), and shall be deemed given when so personally

delivered or mailed. Notices by mail shall be addressed to such party's address as given herein, or to such other address as such party may hereafter specify by notice duly given.

- 15.3 For purposes of this AGREEMENT, "Consecutive Performances" shall be defined by the THEATRE'S season as the performance nights (and/or days) in a performance week for a production.
- 15.4 This is the entire and complete AGREEMENT between the parties. This AGREEMENT shall not be amended or modified except by written AGREEMENT signed by both parties.
- 15.5 This AGREEMENT shall be binding on the parties hereto and on their executors, administrators, personal representatives, successors, or assigns.
- 15.6 The AUTHOR shall have the right to inspect and copy, or cause to have inspected or copied, at the AUTHOR'S expense, the books and records kept by the THEATRE in connection with the presentation of the PLAY to verify the accuracy of payments due to the AUTHOR hereunder. The THEATRE shall have the right to inspect and copy, or cause to have inspected and/or copied, at the THEATRE'S expense, contracts entered into by the AUTHOR that would affect the THEATRE'S financial interest hereunder.
- 15.7 Provisions in this AGREEMENT may be supplemented in Article XVI.
- 15.8 The Article Headings in this AGREEMENT are for convenience only and do not constitute a part of this AGREEMENT.

ARTICLE XVI
RIDERS AND ADDITIONAL PROVISIONS

[The THEATRE and the AUTHOR may add to this AGREEMENT certain additional terms provided that such terms do not conflict with or modify any of the provisions of this AGREEMENT unless such provisions expressly permit modification in this Article. Examples of acceptable terms are the following: AUTHOR'S billing credit; AUTHOR'S means of travel and ceiling expenses for travel; etc; THEATRE'S future billing credit; number of performances if PLAY is presented in repertory, future option to THEATRE; AUTHOR'S approval of artistic elements when the PLAY is presented by a resident company; agency clause; definition of "additional territories"; etc.]

The following RIDERS have been appended to this AGREEMENT:

IN WITNESS WHEREOF EACH OF THE PARTIES ABOVE HERETO HAS SIGNED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

BY:.....BY.....
 AUTHOR FOR THE THEATRE
 Or

Author(s)'s Authorized Representative
 TITLE

.....
 NAME PRINTED OR TYPED NAME PRINTED OR TYPED

.....
 ADDRESS ADDRESS