

Stock Contract

2013-2016

Both the Theatre and the Playwright agree that each and every clause contained in the Playwrights Guild of Canada/Professional Association of Canadian Theatres Standard Clauses is part of this Contract. In the event of any conflict in terms of this Contract and those terms set forth in the Standard Clauses, those terms in the Standard Clauses will prevail. When signed by both parties, this Contract with all modifications, together with the Standard Clauses, constitutes a legal binding Agreement.

No clause in this Contract may be deleted or altered without the mutual consent of both parties.

Agreement made this _____ day of _____ 20_____

between _____
(hereinafter called the Playwright)

(address of Playwright)

And

(hereinafter called the Theatre)

(address of Theatre)

WHEREAS the Playwright is the author (or authors) and sole owner(s) of a certain Play entitled

(hereinafter called the Play);

AND WHEREAS the Theatre wishes to produce and publicly perform or arrange for the production and public performance of the Play;

IT IS HEREBY AGREED AS FOLLOWS:

1. Right to Produce

The Playwright grants to the Theatre the right to mount a production of the Play in a location or region as indicated and mutually agreed to below:

For the dates specified below:

**Playwrights Guild of Canada
Professional Association of Canadian Theatres**

from _____, 20____ (date)

to _____, 20 ____ (date).

The parties hereto agree that if, due to unforeseen circumstances, these dates cannot be met, the right to produce will be extended a further period of up to 30 (thirty) days from the stated date of the first public performance. If the Theatre cannot open the Play within this 30- (thirty-) day period, Clause 3 will apply.

2. Royalties

Royalties shall be paid by the Theatre to the Playwright at a rate to be agreed upon by the parties, based on a percentage of the certified gross box office receipts, not including credit card charges, group sales commissions, and all sales tax, goods and services or similar government taxes. There shall be no other deductions unless approved by the PGC/PACT Joint Standing Committee.

The agreed percentage for the royalties herein is _____ %.

In circumstances where more than one person is involved in the creation of the work, a rider stipulating the payment of the total creators' royalty shall be attached to this Contract.

The Theatre guarantees that a minimum royalty of \$ _____ will be paid to the Playwright, and that such guaranteed minimum shall be based on the potential royalties as projected by the Theatre in accordance with the current experience and expectations at the Theatre's venue (minimum \$2000 [two thousand dollars]). Productions with runs of fewer than 7 (seven) performances are exempt from the minimum.

This Guarantee shall be paid in the following manner:

- a) \$ _____ upon signing of this Agreement;
- b) \$ _____ upon the first day of rehearsal;
- c) \$ _____ upon the day of the opening performance.

This Guarantee shall be an advance against royalties and shall not be refunded in the event the Play is not produced within the time period referred to herein under Clause 1, or if the amount of royalties to be paid in terms of this Contract does not equal the basic guaranteed minimum.

The balance of royalties shall be paid by the Theatre to the Playwright according to the schedule as follows:

Full payment of royalties shall be made no later than 30 (thirty) days following the end of the run of the Play. The Theatre shall furnish the Playwright with a duly certified weekly statement of the box office receipts at the same time that royalties are paid. In the case of repertory theatre, 8 (eight) performances shall constitute one week.

Any payments made more than 60 (sixty) days after the due date are subject to a 2% (two percent) per month penalty starting from the due date and continuing until paid in full.

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Professional Association of Canadian Theatres**

3. Extension of Rights to Produce

In the event that the Theatre does not produce the Play in the time period set out in Clause 1 of this Contract, the Theatre may by mutual agreement with the Playwright extend its rights for a further period of _____ months at a time, upon payment of a fee of \$_____ per month. The final payment for extension of rights shall be accepted by the Playwright as a non-returnable, recoupable advance against royalties.

4. Artistic Decisions

Check one:

- The parties agree that the Playwright will be consulted on the choice of director, cast, designer, musical director and choreographer of the play.
- The parties agree that the Playwright will be consulted on the choice of:

- The parties agree that the Playwright does not require the Theatre to consult on the choice of the creative team.

5. Changes in the Script

See Standard Clauses 7.

6. Rehearsals

See Standard Clauses 26.

If the Theatre requests the attendance of the Playwright at rehearsals, then the Playwright will be provided with round trip air or other available and appropriate transportation from the Playwright's place of ordinary residence and in addition shall receive a per diem allowance of \$_____. It is understood between the parties that the use of the most economical and mutually convenient reasonable transportation (especially as regards air travel) is the spirit and intention of this clause. Should either party subsequently change the arrangements for any reason, that party shall be responsible for any additional costs incurred.

7. Billing

The Playwright will be credited as follows (as per Standard Clause 16):

The Theatre shall make the following acknowledgments in the house program on behalf of the Playwright:

The Theatre shall credit the Commissioning Theatres in the house program as follows:

**Playwrights Guild of Canada
Professional Association of Canadian Theatres**

The Theatre shall credit the Premiere Theatre in the house program as follows:

8. RRSP

RRSP contributions from the Playwright and a matching contribution from the Theatre are required. See Standard Clauses 5 for calculation, remittances and limits.

9. Declaration of Participation Rights

The Playwright acknowledges the play is or is not subject to Participation Rights.

10. Exclusivity

During the period commencing with the date on which the Playwright has signed this Agreement continuing to the closing date of the production and for a period of _____ weeks thereafter, the Playwright shall not license or assign any third party rights to the Play granted herein within a _____ kilometer radius of the Theatre's performance/tour venues as outlined in Clause 1, unless the Playwright has received the Theatre's prior consent to do so.

11. Notices

All notices herein provided for shall be delivered personally or sent by registered mail to the addresses specified in this contract. Either party shall by like notice specify any change of address.

12. Contracts

Contracts will be executed in quintuplicate. The Playwright will retain 2 (two) copies, 1 (one) of which shall be filed with PGC. The Theatre will retain 3 (three) copies, 1 (one) of which shall be filed with PACT and 1 (one) of which shall be filed with PGC along with the initial RRSP remittance.

PACT
215 Spadina Ave, Suite 555
Toronto, ON M5T 2C7

Playwrights Guild of Canada
401 Richmond St. West, Suite 350
Toronto, ON M5V 3A8

IN WITNESS WHEREOF, the parties hereto have executed the present Agreement.

Theatre

Playwright

GST #

GST #

Date

Date

**Playwrights Guild of Canada
Professional Association of Canadian Theatres**

Multiple Creators Rider

This is a rider to the _____ contract dated _____ between:

_____ (the Theatre)

And _____ (the Playwright)

Concerning _____ (the Play).

Royalties shall be paid by the Theatre to the Playwright at a rate to be agreed upon by the parties, based on a percentage of the certified gross box office receipts, not including credit card charges, group sales commissions, and all sales tax, goods and services or similar government taxes. There shall be no other deductions unless approved by the PGC/PACT Joint Standing Committee.

The agreed percentage for the royalties herein is _____ % where such agreed amount will be the total creators' royalty.

In circumstances where the royalty applies to more than one creator, the Playwright and the Theatre shall agree to one of the following arrangements with respect to the distribution of such royalty to each creator to which a portion of the royalty is due:

- a) The Theatre shall pay the royalty to the Playwright and the Playwright shall be solely responsible for negotiating the distribution of the royalty and for distributing the applicable portion of same to each creator to whom a portion of the royalty is due. The Playwright assumes all obligation, responsibility and liability related to the distribution of the royalty and indemnifies and saves harmless the Theatre against any and all claims arising as a result of the Playwright's distribution or failure to distribute the royalty.

Initial to indicate the selection of this option: Theatre _____ Playwright _____

- b) The Theatre shall be solely responsible for the distribution of the royalty and for distributing the applicable portion of same to each creator to whom a portion of the royalty is due. The Theatre assumes all obligation, responsibility and liability related to the distribution of the royalty and indemnifies and saves harmless the Playwright against any and all claims arising as a result of the Theatre's distribution or failure to distribute the royalty.

The Playwright will provide to the Theatre a list of the creators, their role and the agreed upon royalty percentage for each creator.

The Theatre confirms that royalty payment due to the Playwright is _____ %.

Initial to indicate the selection of this option: Theatre _____ Playwright _____