



TYA Commission Contract

202~~51~~ – 202~~84~~

~~Extension to June 29, 2025.~~

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 between the terms of this Contract and the terms set forth in the Standard Clauses, the 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.

In the case of additional agreement requirements, the use of Riders is encouraged. Please contact your member organization for guidance, if required.

Agreement made this _____ day of _____ 20_____

between _____
(hereinafter called the Playwright)

(address of Playwright)

(Playwright email address)

And

(hereinafter called the Theatre)

(address of Theatre)

(Theatre email address)

WHEREAS the Theatre wishes to commission the Playwright to write a Play provisionally entitled

(hereinafter called the Play)

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

IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of the Play

The Play shall be approximately _____ (minutes or hours) in length.

The Play shall be written for _____ (number) actors.

Other conditions which are mutually agreed are:

Notwithstanding the above, the scope of the play may be altered with mutual consent anytime during the commission process.

2. Commission Schedule

The Theatre shall make payment of a commission fee of \$_____ (not to be less than stated in the Standard Clauses – Definitions: Minimum Commission Fee) to be paid in the following manner:

- a) 40% (forty percent) on the signing of this agreement;
- b) 40% (forty percent) upon a decision by the Theatre to continue with the commission, which must be made within 21 (twenty-one) days of receipt by the Theatre of the first draft of the Play, or such date as may be mutually agreed. At the time of signing the delivery of the first draft shall be, _____ or as mutually amended;
- c) 20% (twenty percent) upon a decision by the Theatre to accept the final draft, which must be made within 21 (twenty-one) days of receipt by the Theatre of the final draft, or such date as may be mutually agreed. At the time of signing the delivery of the final draft shall be, _____ or as mutually amended.

The Theatre must acknowledge receipt of the above drafts, at which point the 21-day countdown begins.

The Theatre must notify the Playwright in writing of its decision within the 21 (twenty-one) day period as outlined in clause 2(b) or 2(c) above. Upon the Playwright's receipt of a rejection notice by the Theatre, this Agreement shall be terminated and the Theatre shall not be liable to the Playwright for payment of any further monies hereunder, and all rights revert to the Playwright.

Should the Theatre not notify the Playwright of its decision within the time limits outlined in clause 2(b) or 2(c) above, the Theatre shall be deemed to have accepted the draft in question and shall be obliged to pay the applicable fee.

Payments will be made out to:

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

3. Billing

The Playwright agrees to require that the producing company acknowledge the Theatre as having commissioned the Play in the house program of future productions as follows:

4. Option to Produce

In consideration of the payment of the commission fee as outlined in Clause 2, the Playwright grants to the Theatre the exclusive option on all stage production rights of the Play from the time of signing this Agreement to no later than 3 (three) months from the date of the final payment as outlined in Clause 2 above.

The Theatre shall notify the Playwright, in writing, no later than 3 (three) months after final payment as outlined in Clause 2(c) above, whether the Theatre:

- a) agrees to produce the play;
- or
- b) has decided to terminate this Agreement, thus releasing the Theatre from any further financial commitments to the Playwright and forfeiting all rights to the Play.
- or
- c) would like to pursue additional development of the Play, the terms of which shall be negotiated by the Theatre and the Playwright and outlined in a rider appended to the original contract. The rider will contain the following: the estimated scope of the work required, a timeframe during which the work occurs, and the fee paid for this work.

If the Theatre fails to notify the Playwright of the Theatre's intentions as specified within this Clause, then this Agreement will be terminated and all rights will revert to the Playwright.

5. Extension of the Option to Produce

If 3 (three) months from the date of the final payment is insufficient to commit to produce the Play, and the Theatre wishes to extend the time period set out in Clause 4 The Option to Produce, the Theatre may, by mutual agreement with the Playwright, extend its rights for a further period of

_____ months or until the programming decisions for the following season will be made, which is on or about _____ (date), upon payment of a fee of \$ _____.

The option to produce will end on _____ (date), but may be renewed if both parties mutually agree.

If the Theatre fails to notify the Playwright of the Theatre's intentions as specified within this Clause, then this Agreement will be terminated and all rights will revert to the Playwright.

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6. Production

Prior to a Commission moving forward to a production, a Premiere Contract will be executed by the Playwright and the Theatre.

7. Changes in the Script

See Standard Clauses 7.

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. Notices

All notices herein provided for shall be delivered personally, ~~or~~ sent by registered mail, or email to the addresses specified in this contract. If notice is delivered by email, notice shall be effective when the recipient acknowledges receipt of email by responding to the sender through any of the methods listed in this section. Either party shall by like notice specify any change of address.

10. Dissolution of Contract

At any point in the process of this Commission Contract, either the Theatre or the Playwright may notify the other party in writing that they wish to dissolve the Contract. Any paid monies and outstanding monies owing under this Contract cannot be recouped and no further work or payments will be required.

11. Riders

Riders and/or additional notes are attached to this contract (check one): Yes ☐ or No ☐

11.12. Completion and Filing of Contracts

Contracts may be completed, ~~and~~ signed, and filed electronically. Electronic signatures are valid.

Executed contracts will be filed as soon as possible after signing according to the following checklist:

- ☐ Playwright will keep a signed copy
- ☐ Theatre will keep a signed copy
- ☐ Playwright will file a signed contract with PGC
- ☐ Theatre will file a signed contract with PACT
- ☐ Theatre will file a signed contract with PGC along with the initial RRSP remittance (where applicable)

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Addresses for ~~email~~ filing:

~~Upload to the PACT website: Pact.ca / Upload to the PGC website: Playwrightsguild.ca~~

~~PACT: contracts@pact.ca PGC: membership@playwrightsguild.ca~~

~~Or, mail to:~~

~~PACT Playwrights Guild of Canada~~

~~250 The Esplanade, Suite 307 P.O. Box 60022, Queen-Beverly PO~~

~~Toronto, ON M5A 1J2 Toronto, ON M5V 0G5~~

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

Theatre

Playwright

GST #

GST #

Date

Date

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