



PLAYWRIGHTS GUILD
OF CANADA



TYA Stock Contract

202~~51~~ – 202~~84~~

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 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;

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Professional Association of Canadian Theatres**

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:

or

on a Theatre for Young Audience tour (anticipated geographical area): _____

within the dates specified below:

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

Mainstage TYA Performance and Tour

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.

- a) For TYA Mainstage performances while on tour (not school tours) where the Theatre is not in control of the box-office, the Playwright will receive a _____% royalty of the presentation fee.
- b) For Mainstage performances where the Theatre is in control of the box office (i.e., deriving its revenue from single ticket sales), the Playwright will receive _____% of the gross box office revenue.

School Tour

On a Theatre for Young Audience school tour the agreed minimum fee per performance is \$_____.

See Standard Clause 4 for the agreed fee per school or flat fee performance minimums by year shall be not less than \$72.50 (seventy-two dollars and fifty cents).

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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.

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.

Payments will be made out to:

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:

For Theatre for Young Audience tours, the first royalty payment shall be made no later than the 15th working day of the month following the first paid performance. Royalty payments shall be made ~~monthly~~ at least every 90 (ninety) days thereafter.

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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 and/or presentation fees at the same time that royalties are paid. In the case of repertory theatre, 8 (eight) performances shall constitute one week. In the case of a Theatre for Young Audience tour, the Theatre shall furnish the Playwright with a duly certified monthly statement of the box office or performance fee receipts at the same time as the royalties are paid.

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

3. Extension of the Right to Produce

In the event that the Theatre does not produce the Play by _____ (date), the Theatre may by mutual agreement with the Playwright extend its rights according to the terms of this agreement for a further period of one year, upon payment of a fee of \$ _____. The

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payment for the Extension of rights shall be a non-refundable advance and shall not be recouped from the Playwright's royalties.

In the event that the Theatre does not produce the Play by _____ (date),
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.

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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 Clause 7.

6. Rehearsals

See Standard Clause 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 in regard to 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 incurred costs.

7. Billing

When the Theatre prints a house program, the Theatre shall include the following credit:

" _____ " [Playwright's name] is a member of the Playwrights Guild of Canada.

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

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

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

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

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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 Clause 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 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.

12. Riders

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

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13. 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)

Addresses for **email** filing:

Upload to the PACT website: Pact.ca/ - PACT-contracts@pact.ca Upload to the PGC website: Playwrightsguild.ca - PGC-membership@playwrightsguild.ca

Or, mail to:

<u>PACT</u>	<u>Playwrights Guild of Canada</u>
<u>15 Case Goods Lane, Suite 201</u>	<u>44 Victoria St, 12th Floor</u>
<u>250 The Esplanade, Suite 307</u>	<u>P.O. Box 60022, Queen Beverley PO</u>
<u>Toronto, ON M5A 1J2 3G4</u>	<u>Toronto, ON M5C 1Y2 V 0C5</u>

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

Theatre

Playwright

GST #

GST #

Date

Date

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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.

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The agreed percentage for the royalties herein is _____ % where such agreed amount will be the total creators' royalty. The agreed fee per school or flat fee per performance is \$ _____. The royalty split and/or flat fee will be divided among the Co-Creators as follows (additional lines can be added if necessary):

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_____ % for _____

_____ % for _____

_____ % for _____

In circumstances where the royalty or flat fee 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:

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- 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.

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

OR

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- 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.

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

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

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

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**APPENDIX I
Summary of Billing and Credits**

This Summary of Billing and Credits Appendix is intended as a tracking resource for Theatre Departments (e.g., Marketing, Communications, and so forth).

- The Playwright will be billed as the author of the Play on a separate line immediately preceding or following the title of the Play in all programs, houseboards, billboards, print, audio, and online advertising, websites, throwaways and paid announcements of the Play in all media.
- No names except the title of the Play and the name of the Theatre may be larger or more prominent than the Playwright's name. There shall be no exceptions without the Playwright's consent.
- The Playwright will be credited as follows:

- When biographies are present in the program, the Theatre will include a biography of the Playwright. The biography shall have been approved by the Playwright, and it is the Playwright's responsibility to provide such information to the Theatre, including the Playwright's PGC membership as the following credit:

“ _____ (the Playwright) is a member of the
Playwrights Guild of Canada.”

- In any publication, production, or electronic reproduction of the Play, the Developing Theatre, Commissioning Theatre, and the Theatre of the Premiere production shall be credited appropriately.
- In the case of a Stock Contract, when requested, the Theatre of subsequent productions shall acknowledge, in the house program, the Developing Theatre, the Commissioning Theatre, and the Theatre of the Premiere production.

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

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

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

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

- In any publication of the Play, the Premiere Theatre, its director, designer, and cast, shall be credited, provided that such production has taken place prior to the publication of the Play.

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