

LETTER OF AGREEMENT-DRAMATURG

This contractual agreement is entered into on this 7th day of March between the Paterson Performing Arts Development Council (herein referred to as THE PRODUCER) and David Quang Pham (herein referred to as THE DRAMATURG) to provide services for the PRODUCTION of the theatrical work Allies (written by Michael McGoldrick) (herein referred to as THE PLAY) to be presented between June 17 and June 25, 2022.

The term "Production" shall mean a streaming performance formulated and presented as a virtual stage production or a live theatrical stage performance under the PRODUCER'S management. The term "produce" and "present" (and their derivations) shall be used interchangeably.

Terms of Employment: The PRODUCTION will be produced as a Non-Union work. Both parties (PRODUCER and DRAMATURG) expressly acknowledge that this agreement is at will, and not subject to any qualification or restriction of any union or applicable jurisdiction. It is understood by both parties for the purposes of this Agreement that the DRAMATURG will be considered an independent contractor, not an employee of the PRODUCER. This agreement applies exclusively to the run of the PRODUCTIONS.

Terms of Service: The services of the DRAMATURG will include direct dramaturgic support to the PRODUCER's secondary PLAY/PRODUCTION for a contracted Playwright, commencing on or about March 7, 2022 and ending on June 30, 2022, with dates subject to change by mutual written agreement of both the parties. PRODUCER agrees to provide travel and accommodations if the location of rehearsals and performance cannot be accomplished via a virtual streaming platform and are more than 150 miles from the DRAMATURG's own residence.

Casting for the PLAYS will take place virtually starting on or about April 1, 2022. The First Rehearsal will commence on or about April 30, 2022 and wrap on or before June 24, 2022.

Compensation: In return for services rendered, the PRODUCER shall pay the DRAMATURG the total sum of \$400 for support to the production "ALLIES". Payment will be made for the single contracted production in installments as follows:

\$150.00 is due and payable upon receipt of signed the contract and upon completion of the introductory meeting with the PLAYWRIGHT and PRODUCER.

\$150.00 to be paid on 05/15/2021, and

\$100.00 to be paid on 6/25/2021 at the end of the run of the PRODUCTION.

If both DRAMATURG and PRODUCER agree mutually to modify the Scope of Work, such that DRAMATURG'S contribution to the project increases significantly, or additional jobs are performed, then both parties agree to discuss modification to Compensation. Neither Dramaturg nor PRODUCER will modify Scope of Work without clear, written, mutual agreement.

The PRODUCER agrees to reimburse DRAMATURG for any pre-authorized out-of-pocket expenses, not to exceed a total \$100.00, for expenditures related to the PRODUCTIONS and to aid in script development, such as the purchase of research materials, photocopying, postage, and long-distance phone calls, upon presentation of appropriate receipts. Any books or other research materials that have been reimbursed by PRODUCER shall become the property of PRODUCER.

The DRAMATURG is entitled to a complimentary ticket to attend all ticketed performances during the run of the PRODUCTION, and two (2) additional complimentary tickets per PLAY for the entire run of the PRODUCTION.

Scope of Work and Duties: DRAMATURG will support the PLAYS with the customary dramaturgical services that the DRAMATURG, DIRECTORS, PLAYWRIGHTS, and PRODUCER deem necessary. DRAMATURG and PRODUCER will discuss particulars of these services with DIRECTORS and PLAYWRIGHTS well in advance of First Rehearsal. DRAMATURG will work on a schedule to be agreed upon and coordinated via PRODUCER. Job responsibilities include, but are not limited to, the following:

- Offer analysis, ideas, and notes with regard to text and staging to PLAYWRIGHT, creative team members and artistic staff.
- Engage in a session by phone or virtually with the playwright to review notes, concepts, and questions about the script.
- Engage in a 2nd session with the playwright by phone or virtually, addressing notes, questions, and ideas from the first session and the revised script.
- Facilitate a virtual table of the play by professional actors (in consultation with the writer, director and PPADC staff).
- The reading will be followed by a facilitated group feedback session. The actors and one or two guests act as responders. The dramaturg facilitates the discussion.
- Provide support, if needed, during the rehearsal process.

Billing: DRAMATURG shall receive billing on the credits page of the program (virtual playbill) for the PRODUCTION. Billing shall appear in the same size, type, and style as the designers, including but not limited to press releases, posters, house boards, and any other material that lists both director and designers. DRAMATURG'S approved biographical information shall appear in the programs for the PRODUCTION.

Property Rights: DRAMATURG hereby acknowledges that the PLAYWRIGHT is the sole author and owner of each respective PLAY, including all contributions made by the DRAMATURG, free of any liens and encumbrances. Notwithstanding, DRAMATURG grants PRODUCER a non-exclusive license to use program notes and research created by DRAMATURG in the course of provision of services under this contract, for current and future productions of the PLAY by PRODUCER. The DRAMATURG has final approval of material used publicly. Materials created by the DRAMATURG shall not be used outside of PRODUCER's production of said PLAY without prior written consent of the DRAMATURG.

Subsequent Productions: DRAMATURG is free to enter into separate agreements with the PLAYWRIGHT for employment in subsequent productions of the PLAY that are produced outside of the PRODUCER.

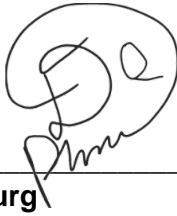
Terms of Agreement: If the PRODUCTION is cancelled and no alternate date is selected, remaining payments shall be made with the same force and effect as if the PRODUCTION had been carried out. If the DRAMATURG fails to carry out any of the "terms of service" or "scope of duties" that are expressed in this agreement, the DRAMATURG shall be deemed to have initiated an "at will" breach of contract and shall not receive any remaining payments

Termination: This contract may be terminated by either party upon two weeks written notice. Neither PRODUCER nor DRAMATURG shall have any further obligation, monetary or otherwise, other than any provision hereunder that explicitly survives termination.

This Agreement shall be construed in accordance with the laws of the State of New Jersey, and court proceedings initiated by either party with regard to this Agreement will take place in Passaic County, NJ/USA.

This Agreement may be executed via electronic signature and/or in counterparts by pdf/facsimile/digital signature, and when so executed all of which when taken together shall constitute one single agreement for all purposes.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

A handwritten signature in black ink, appearing to be "D. M.", is written over a horizontal line.

Dramaturg

c/o 1140 Alger St SW Wyoming, Michigan 49509

PRODUCER

c/o _____ (address)

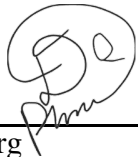
CONFIDENTIALITY AND NONDISCLOSURE

WHEREAS, THE PRODUCER agrees to furnish THE DRAMATURG a copy of the script and certain confidential information relating to ALLIES, original theatrical PLAY, for purposes of the PRODUCTIONS.

WHEREAS, THE DRAMATURG agrees to review and examine such information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement. The term confidential in this document refers to the prohibition of sharing any and all parts of said plays with anyone not involved or engaged by said PRODUCER of the above mentioned PRODUCTION.

BE IT KNOWN, THE PRODUCER shall allow THE DRAMATURG the right to discuss or interview representatives on the following conditions:

1. THE DRAMATURG agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the purpose of the abovementioned rehearsals and the PRODUCTION, and shall not be used for any other purpose, or disclosed to any third party.
2. No copies of THE PLAY will be made electronically, printed, or retained of any written information supplied without the permission of THE PRODUCER.
3. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement and have been approved by THE PRODUCER.
4. This Agreement and its validity, construction and effect shall be governed by the laws of the State of New Jersey.



Dramaturg

March 7, 2022 _____Date

Producer

Date