

– DRAMATURGY AGREEMENT –
– March 2021 –

SCRIPT CONSULTATION / READING MODERATION

Agreement made in duplicate this April 13th, 2021

Between

Jordan Ealey (hereafter “Dramaturg”)

c/o _____ (address)

-and-

David Quang Pham (hereafter “Author”)

c/o 1140 Alger St SW Wyoming, Michigan 49509

1. Dates and Scope of Work

Author agrees to hire the Dramaturg to provide services for the development of the Working Title Playwrights’s Apprenticeship project currently titled ELLIPSES (hereinafter “Musical”). The Dramaturg agrees to read the script and provide the Author with a critical response via script meeting/written comments. The Dramaturg agrees to moderate the talkback of the reading on July 15th, 2021.

If the Author identifies specific topics that the Dramaturg is to address in the reports alongside deadlines, those will be detailed in the Dramaturg’s webpage:

https://www.ellipsesplay.com/team/jordan_ealey.

2. Fees

In return for Dramaturg’s services, Author agrees to pay a fee of \$390.

The fee will be paid on the following schedule:

\$15 will be paid on April 6th, 2021;

\$125 will be paid on May 4th, 2021;

\$125 will be paid on June 1st, 2021;

\$125 will be paid on July 6th, 2021.

If the Dramaturg exceeds 15 hours of services during the Working Title Playwrights’s Apprenticeship, the Author agrees to pay the Dramaturg the rest of the hours at a rate of \$125 on the first Tuesday of each month, until the hours are fully covered.

3. Billing

If the above musical is produced by a professional, academic, or community theatre, the Author will use best efforts to secure Dramaturg program credit as "Script Consultant."

4. Property Rights

Dramaturg hereby acknowledges that the Author is the sole author and owner of the Musical, including all contributions made by Dramaturg, free of any liens and encumbrances.

Materials provided by the Dramaturg as part of provision of services are not works for hire and shall not be used publicly without further written consent of Dramaturg.

5. Not An Employee

It will be understood and agreed by the parties hereto for the purposes of this Agreement that Dramaturg will be considered an independent contractor, not an employee of the Author.

6. Termination

This contract may be terminated by either party upon two weeks written notice by either party to the other. If Author elects to terminate Dramaturg's services, Dramaturg shall be entitled to receive any fees earned but unpaid prior to Dramaturg's termination, and neither Author nor Dramaturg shall have any further obligation, monetary or otherwise, to each other, other than any provision hereunder that explicitly survives termination.

7. Choice of Laws

This Agreement shall be construed in accordance with the laws of the State of Georgia, and court proceedings initiated by either party with regard to this Agreement will take place in Fulton County, Georgia.

8. Execution

Two (2) copies of this fully executed Agreement will be distributed as follows:
One (1) retained by the Author; one (1) retained by the Dramaturg.

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, notwithstanding that not all parties are not signatories to the original or the same counterparts.

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

Dramaturg

Author