



Queer Theatre, Inc.
315 W. Michigan Ave
Kalamazoo, MI 49007
www.queertk.org

AGREEMENT

THIS WORLD PREMIERE AGREEMENT (this "Agreement") dated this 29th day of June, 2023
BETWEEN:

Name: David Quang Pham

Address:

City:

State:

ZIP:

(the "Playwright")

AND

Queer Theatre, Inc.
315 W Michigan Ave.
Kalamazoo, MI 49007

(also known as "Queer Theatre Kalamazoo", hereinafter "QTK")

REGARDING

The play entitled TURNOVER: A NEW LEAF

(the "Play")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

GRANT OF RIGHT

1. The **Playwright** hereby grants **QTK** the right to produce and present the play for no less than three (3) performances, not exceeding six (6) performances between May 9th, 2024 and May 19th, 2024. There shall be no performances beyond those dates contemplated herein, unless an extension shall be agreed to in a written addendum to this Agreement, signed by both parties and attached hereto.

COMPENSATION

2. In consideration for the right to hold a staged reading of the **Play**, **QTK** agrees to pay the **Playwright** the following:
 - a. \$ 500 as a flat fee payable as follows: \$ 500 payable no later than September 1st, 2023.
3. Along with the final payment, **QTK** agrees to furnish the **Playwright** with a statement that includes:
 - a. the number of performances
 - b. the dates of the performances
 - c. the number of tickets used at each performance, and
 - d. the price of the tickets sold.

In the instance of payment having been made in full prior to the closing performance, this information will be furnished to the **Playwright** no later than seven (7) days after the final performance.

WARRANTIES

4. Both parties warrant and represent that they have the full and complete right to permit such a production of the **Play**.

INDEMNIFICATION

5. Both parties agree to indemnify the other against any losses (other than loss of profit), costs, expenses (including reasonable attorney's fees), damages and recoveries caused by any breach of their respective representations and/or warranties made herein. The foregoing indemnity shall apply only to matters finally judicially determined or settled, with the other party's prior written approval, such approval not to be unreasonably withheld.

PLAYWRIGHT'S RIGHTS

6. Any violation of this paragraph six (6) will be sufficient cause for the **Playwright** to immediately terminate all rights of **QTK** hereunder without penalty or damages to the **Playwright**.
 - a. SCRIPT APPROVAL

QTK agrees that it will not make or permit to be made any addition, omission and/or alteration to the **Play** (including the title, dialogue, stage directions) without the prior written consent of the **Playwright**. Any changes of any kind whatsoever made by **QTK** or any third party and which is acceptable to the **Playwright** shall be the property of the **Playwright**, free and clear of all liens and encumbrances, and the **Playwright** shall not be obligated to make any payments to any person who makes or suggests any changes in the **Play**.
 - b. RIGHT TO BE PRESENT

QTK acknowledges that the **Playwright** shall have the right to attend all casting sessions and rehearsals, as well as all previews and the Official Opening of the **Play**.
 - c. ARTISTIC APPROVALS

The cast, including their replacements and understudies, shall be subject to the mutual approval of the **Playwright** and **QTK**, such approval not to be unreasonably withheld by either party.
 - d. MATERIALS

Prior to the closing date of the **Play**, **QTK** shall deliver to the **Playwright** a neat and legible script of the **Play** as presented in the form of a production book. **QTK** will also provide a copy of all marketing materials used in conjunction with the **Play** and any press clippings (including any reviews) regarding the **Play**.

BILLING CREDIT

7. The **Playwright** shall receive billing credit in all programs, advertising and publicity for the **Play** under the control of the **QTK**. No Person shall receive billing larger or more prominent than the **Playwright**. The **Playwright's** billing shall be on the line by itself, immediately following the title of the **Play** substantially as follows:

TURNOVER: A NEW LEAF

by David Quang Pham

The **Playwright** shall also receive a biography in any program where any other biography appears, given the **Playwright** provides one to **QTK** in a reasonable amount of time to do so.

No casual or inadvertent failure to comply with the provisions of this paragraph shall be deemed a breach of this Agreement, unless **QTK** does not remedy the mistake promptly upon **QTK's** receipt of notice from the **Playwright**.

FILMING

8. **QTK** shall not allow the **Play** to be recorded or broadcast (on television, radio, internet, or otherwise) without the prior written consent of the **Playwright**, notwithstanding the following:
 - a. **QTK** shall have the right to authorize one or more radio and/or television presentations of excerpts from the **Play**, not to exceed 12 minutes in the aggregate, for the sole purpose of publicizing the **Play**; provided, however, that **QTK** shall receive no compensation or profit, directly or indirectly, except out-of-pocket expenses, for authorizing any such radio or television presentation.
 - b. **QTK** shall have the right to create one archival tape of this production. The recording shall be kept in Queer Theatre Inc, Google Suite-Drive not to be removed.

It is expressly understood and agreed that **Playwright** shall receive a copy of any and all recordings of the **Play**, to be used only for self-promotional, non-commercial purposes.

RESERVATION OF RIGHTS

9. The **Playwright** is the sole owner of the copyright in the **Play**, and all rights in the **Play** not expressly granted to the **QTK** in this Agreement are reserved to the **Playwright** for the **Playwright's** sole use.

FUTURE BILLING

10. The **Playwright** agrees that **QTK** will be credited as the World Premiere Production of TURNOVER: A NEW LEAF in the program of all future readings, showcases, productions and publications of the **Play**.

ASSIGNMENT

11. Neither party shall assign this Agreement or its rights arising hereunder without the prior written consent of the other party.

CHOICE OF LAW

12. The laws in the state of Michigan shall govern this contract.

DISPUTE RESOLUTION

13. Both parties agree that any claim, dispute or controversy arising between the **Playwright** and **QTK** under or in connection with this Agreement shall be submitted to arbitration in the state of Michigan. In a claim for unpaid royalties, the prevailing party will be awarded the reasonable legal expenses, paid for by the losing party. Judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

ENTIRE AGREEMENT

14. This is the entire agreement between the **Playwright** and **QTK**. It shall not be amended or modified except by a written agreement signed by both parties.

SECTION HEADINGS

15. The section headings in this Agreement are for identification purposes only and shall not affect the interpretation of this agreement.

Signed this day, by:

David Quang Pham

Name of the Playwright

Signature of the Playwright

Date

Name of representative of QTK

Signature of representative of QTK

Date