

“9. Once Producer has vested, the rights to the book, music and lyrics of the Play (exclusive of music publishing rights and other so-called “**small**” rights to such music and lyrics, which will be retained solely by Author as composer and lyricist), will merge and will thereafter be **exploited** and controlled by Author, subject to Producer’s rights hereunder. Notwithstanding the foregoing, if merger occurs hereunder prior to the official press opening of Producer’s initial first class production of the Play, and if any element of the Play is removed or replaced following such merger but prior to such official press opening, such element shall be deemed not to have merged with the other elements of the Play.” (Short Form Musical Author Agreement)

Question/Please Correct Me: Small rights are the rights to use my musical compositions separate and apart from my show. Mechanical licenses, digital download rights, print publication rights, and synchronization rights. These rights are what I, as an author, would be entitled to and not require producer’s approval, while the grand rights would be under the control of the Producer for the period of a contract?

“11. The parties hereto **intend** to negotiate and enter into a long-form agreement containing the foregoing terms, which agreement will contain all other terms and conditions customarily included in agreements of this nature, subject to good faith negotiations, including without limitation: additional representations and warranties by Author, mutual indemnities, Producer’s advertising and promotional rights, **Producer’s right to replace Author as the author of any component** (i.e., book, music or lyrics) of the Play and/or to engage additional authors to work with Author on any such component, Author’s billing, house seats and travel, supplemental foreign territory terms, and Producer’s right to produce any audiovisual versions of the Play. Until such time as such long-form agreement is executed, this agreement shall be binding upon the parties hereto.” (Short Form Musical Author Agreement)

Question/Please Correct Me: “We get there when we get there.” The intention is seemingly not to put in effort and energy into frequent long-form agreements, until every party knows my show has legs. The intellectual property of my cosmology mythology ELLIPSES is definitely mine, so I’m not my toes about it. I am open to bringing accessibility to the family audience anyway I can. Under this particular agreement, would a producer have the right to take me out as *every* component and only have me credited as the conceiver?

This reminds me of the development of IN THE HEIGHTS, conceived by Lin Manuel-Miranda. Quiara Alegria Hudes became the librettist, four years after IN THE HEIGHTS was showcased and drafted multiple times.