

**– DRAMATURGY AGREEMENT –**  
**– April 2021 –**

**SCRIPT CONSULTATION**

Agreement made in duplicate this April 14th, 2021

Between

**David Quang Pham** (hereafter “Dramaturg”)

c/o 1140 Alger St SW Wyoming, Michigan 49509 (address)

-and-

**Joseph Beck** (hereafter “Playwright”)

c/o \_\_\_\_\_ (address)

**1. Dates and Scope of Work**

Playwright agrees to hire the Dramaturg to provide services for the development of the play currently titled ATOMS (hereinafter “Play”). The Dramaturg agrees to read the script and provide the Playwright with a critical response via script meeting/written comments by \_\_\_\_\_ (DATE).

If the Playwright identifies specific topics that the Dramaturg is to address in the report, those will be detailed in an attached addendum to this contract. Electronic meetings are a component of this contract and shall be included within the hours noted in section 2 below.

**2. Fees**

*[Use either Example 1: Flat Fee]*

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

*[Or use Example 2: Hourly Rate]*

In return for Dramaturg’s services, Playwright agrees to pay the Dramaturg for a minimum of \_\_\_\_\_ and a maximum of \_\_\_\_\_ hours of work at \$15 per hour, for a maximum total of \$ \_\_\_\_\_.

The fee will be paid on the following schedule:

\$45 will be paid on Playwright’s receipt of signed contract;

\$XXXXX will be paid on submission of script report/script meeting.

### **3. Billing**

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

### **4. Property Rights**

Dramaturg hereby acknowledges that the Playwright is the sole author and owner of the Play, 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 Playwright.

### **6. Termination**

This contract may be terminated by either party upon two weeks written notice by either party to the other. If Playwright elects to terminate Dramaturg's services, Dramaturg shall be entitled to receive any fees earned but unpaid prior to Dramaturg's termination, and neither Creator 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 New York, and court proceedings initiated by either party with regard to this Agreement will take place in [County, State].

### **8. Execution**

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

Playwright