

# The Dramatist's Bill of Rights

**L**ong before playwrights or musical theatre writers join the Dramatists Guild, they often struggle professionally in small-to-medium-sized theatres throughout the country. It is essential, therefore, that dramatists know their rights, which the Dramatists Guild has defended for nearly 100 years. In order to protect the dramatist's unique vision, which has always been the strength of the theatre, s/he needs to understand this fundamental principle: dramatists own and control their work. The Guild recommends that any production involving a dramatist incorporate a written agreement in which both theatres/producers and writers acknowledge certain key rights with each other.

## In Process and Production

### ARTISTIC INTEGRITY.

No one (e.g., directors, actors, dramaturgs) can make changes, alterations, and/or omissions to your script – including the text, title, and stage directions – without your consent. This is called “script approval.”

### APPROVAL OF PRODUCTION ELEMENTS.

You have the right to approve the cast, director, and designers (and, for a musical, the choreographer, orchestrator, arranger, and musical director, as well), including their replacements. This is called “artistic approval.”

### RIGHT TO BE PRESENT.

You always have the right to attend casting, rehearsals, previews and performances.

## Compensation

### ROYALTIES.

You are generally entitled to receive a royalty. While it is possible that the amount an author receives may be minimal for a small to medium-sized production, some compensation should always be paid if any other artistic collaborator in the production is being paid, or if any admission is being charged. If you are a member of the Guild, you can always call our business office to discuss the standard industry royalties for various levels of production.

### BILLING CREDIT.

You should receive billing (typographical credit) on all publicity, programs, and advertising distributed or authorized by the theatre. Billing is part of your compensation and the failure to provide it properly is a breach of your rights.

## Ownership

### OWNERSHIP OF INTELLECTUAL PROPERTY.

You own the copyright of your dramatic work. Authors in the theatre business do not assign (i.e., give away or sell in entirety) their copyrights, nor do they ever engage in “work-for-hire.” When a university, producer or theatre wants to mount a production of your play, you actually license (or lease) the public performance rights to your dramatic property to that entity for a finite period of time.

### OWNERSHIP OF INCIDENTAL CONTRIBUTIONS.

You own all approved revisions, suggestions, and contributions to the script made by other collaborators in the production, including actors, directors, and dramaturgs. You do not owe anyone any money for these contributions. If a theatre uses dramaturgs, you are not obligated to make use of any ideas the dramaturg might have. Even when

the input of a dramaturg or director is helpful to the playwright, dramaturgs and directors are still employees of the theatre, not the author, and they are paid for their work by the theatre/producer. It has been well-established in case law, beginning with “the *Rent Case*” (Thompson v. Larson) that neither dramaturgs nor directors (nor any other contributors) may be considered a co-author of a play, unless (i) they've collaborated with you from the play's inception, (ii) they've made a copyrightable contribution to the play, and (iii) you have agreed in writing that they are a co-author.

### SUBSIDIARY RIGHTS.

After the small or medium-sized production, you not only own your script, but also the rights to market and sell it to all different media (e.g., television, radio, film, internet) in any commercial market in the world. You are not obligated to sign over any portion of your project's future revenues to any third party (fellow artist, advisor, director, producer) as a result of a production, unless that production is a professional (i.e., Actor's Equity) premiere production (including sets, costumes and lighting), of no less than 21 consecutive paid public performances for which the author has received appropriate billing, compensation, and

### FUTURE OPTIONS.

Rather than granting the theatre the right to share in future proceeds, you may choose to grant a non-exclusive option to present another production of your work within six months or one year of the close of the initial production. No option should be assignable without your prior written consent.

### AUTHOR'S CONTRACT.

The only way to ensure that you get the benefit of the rights listed above is through a written contract with the producer, no matter how large or small the entity. The Guild's Department of Business Affairs offers a model “production contract” and is available to review any contracts offered to you, and advise as to how those contracts compare to

We realize that making demands of a small theatre is a difficult task. However, **you should feel confident in presenting this Bill of Rights to the Artistic Director, Producer, Literary Manager, or university administrator as a starting point for discussion.** At the very least, any professional in the dramatic arts should realize that it is important for writers to understand the nature of their work – not just the artistic aspects, but the business side, as well – and that they stand together as a community, for their mutual benefit and survival, and for the survival of theatre as a viable art form in the 21 century.