

The Dramatist's Bill of Rights

In Process and Production

1. 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.”

2. APPROVAL OF PRODUCTION ELEMENTS

You have the right to mutually approve (with the producer) 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.”

3. RIGHT TO BE PRESENT

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

Compensation

4. 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.

5. 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

6. 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.

7. 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.

8. SUBSIDIARY RIGHTS

You own the right to license your play into different markets (like stock & amateur, and foreign territories), and in all different kinds of media (television, radio, film, internet etc.) anywhere in the world. Theaters at the Broadway, LORT, commercial Off-Broadway, and commercial Off-Off-Broadway levels might request a portion of these future revenues as a result of their productions. Nonetheless, you are not obligated to sign over any portion of your subsidiary rights revenue to a third party (fellow artist, consultant, director, producer, dramaturg). A production qualifying for subsidiary rights revenue participation would be a professional (i.e., Actor’s Equity) premiere production (including sets, costumes and lighting) which has been presented for a number of consecutive, paid public performances of significant length (a length sufficient to have added value to your play) and for which the author has received appropriate billing, compensation, and artistic approvals.

9. 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.

10. 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 industry standards.