

# Dramatists Guild's Best Practices:

## DG Festival Committee

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If a theatre festival, conference, or contest were the most perfect, dramatist-centered, ethical opportunity, what would it look like? That question drove the creation of this document, a template for theatre entities desiring to run programs with the Dramatists Guild Bill of Rights and #playwrightrespect informing its rules and policies, and a tool for dramatists\* to make educated decisions about where to send their work.

Devising this list was the easy part; after all, we've all bristled at submission fees, no results notification, or directors who want to shut us out. So we had no problem agreeing, for example, that no submission fee is best practice, but, in declaring such, we had to acknowledge that some high-profile, career-building opportunities do charge them—and aren't likely to change. Of course dramatists want to be informed if they aren't selected, but, again, we know of top prizes that don't offer that courtesy. In fact, in seeking examples of totally compliant opportunities, we found that while a great number come close to checking all the boxes, few actually do.

Naturally, we wish they all did, but we're pragmatic. Even as we recognize good and great opportunities that aren't perfect, we present and encourage the Best Practices Guidelines as ideal industry standard. In publishing this, we hope theatres are motivated to amend their programs to hew as closely to this list as their own needs and practicalities allow.

For dramatists, the Best Practices Guidelines are a yardstick by which to compare opportunities, and a standard to point to when engaging with theatres employing questionable practices. While some Best Practices inherently carry more weight than others, nothing is a deal-breaker if a dramatist doesn't want it to be. But with transparency about what is right, fair, and ethical—indeed, best—dramatists are empowered to make informed and individual submission choices.

\*The word "dramatist" refers collectively to all theatre writers: playwrights, composers, lyricists, and librettists.

# CONTESTS & FESTIVALS

EACH BEST PRACTICE IS NUMBERED AND CORRESPONDS TO THE ANNOTATIONS IN THE ADJACENT COLUMN.

## Festival or Contest Information:

**1 Best Practice:** The organization outlines the nature of the contest/festival's award, whether a cash prize, a production, a reading, or some other form of artistic development, professional advancement opportunity (e.g., publicity, networking, residency), or benefit (e.g., free tickets).

**2 Best Practice:** The organization provides information on its history (including the organization's board and staff). It also provides a description of the venue.

## Types of Plays and Authors:

**3 Best Practice:** The organization clearly states what subset, if any, of authors (e.g., age, sex) and plays (e.g., length, genre, theme, cast size, tech-

**1** The organization should detail the benefits of participating in its festival or contest. Doing so enables the author to evaluate each given opportunity.

**2** Authors have many submission opportunities and face a constant and arduous task in sorting and assessing them. Providing a list of individuals involved in the organization, past winners, and notable attendees, as well as a description of the venue, helps the author see and assess the value the organization has added to past works and could add to the author's own work.

**3** One of the main goals of an organization's submission guidelines is to inform the author about the types of works the organization is seeking. Unless an organization plans to consider any and all works, it should offer a clear and detailed description of the type of work it will consider. This has the mutual benefit of allowing authors to focus their time, money, and energy, while ensuring that the organization receives entries that are in line with its goals.

Many previously produced plays make wonderful regional premieres! The Guild applauds organizations that consider previously produced plays.

**4** There is nothing wrong with an organization limiting its pool of applicants to those who meet specific criteria. However, when these criteria are based on vague terminology (e.g., "unproduced" or "premiere"), it often leads to confusion for the author, unnecessary inquiries, and an inefficient submission process. Far too often, authors are selected as "winners" or "finalists" only to be disqualified before opening night because they misunderstood the organization's definition of a specific term. This is unfortunate for both the author and the organization and can easily be avoided if terms are defined at the outset.

For the sake of consistency and clarity, it is an "acceptable practice" for an organization to define its own terms, but it's a "best practice" to use the following standard definitions:

"Published Work" – A dramatic work (play, lyric, libretto, or musical composition) that has been (a) fixed in a tangible medium (including digital formats), (b) reasonably capable of being copied and/or distributed, and

(c) either (i) commercially distributed by a third-party publisher or (ii) self-published with at least 1000 copies sold via commercial distribution.

“Unproduced script” – A script that has not been “professionally” produced. Readings, staged readings, AEA workshops, developmental productions, amateur productions, concert versions, etc., are not professional productions.

“Professional production” – A fully-staged, royalty-paying, public production that utilizes at least one performer who belongs to a live performing arts union or guild (e.g., AEA, AGMA, AGVA), employed under such performer’s union or guild contract.

“Premiere” – The first royalty-paying professional production in a territory, presented for no less than twelve performances, with an official press opening, and with tickets sold to the general public, including subscribers.

**5** An author often spends significant amounts of time and money before seeing a return on a script. Organizations should be sensitive to the financial situation of the people whose work allows the organizations to grow and profit. A simple gesture such as offering a digital submission option is invaluable to an author, who would otherwise need to pay for postage and photocopies. Hard copy requests should be limited to one copy. While it is an “acceptable practice” for organizations to request hard copy scripts, it is a “best practice” to offer a digital option.

**6** The goal of any contest or festival is to identify the very best script. Offering blind submissions mitigates against personal bias in the selection process and promotes diversity in selected works. So, organizations should have a clearly stated process for assuring a blind submission and evaluation process.

**7** Organizations should understand that not all authors have access to particular scriptwriting software. As such, they should allow submissions in any stage play format. At a minimum, they should accept DG standard formatting.

**8** Transparency is paramount in hosting a contest or festival. Organizations should be honest when stating how many winners, finalists, slots, etc. are available for any

nical limitations) it seeks for its contest/festival.

**4 Best Practice:** The organization uses standard DG definitions for any term used in connection with script submissions (e.g., “unpublished scripts,” “unproduced scripts,” “professional productions”). Any deviation from standard DG definitions is clearly noted.

### The Submission:

**5 Best Practice:** The organization accepts a free or inexpensive form of submission (e.g., email).

**6 Best Practice:** The organization uses blind submissions throughout the selection process.

**7 Best Practice:** The organization accepts any stage play format or, at a minimum, DG standard format. Furthermore, the organization specifies the desired length of any synopsis.

**8 Best Practice:** The organization provides information on the number of submissions an individual applicant may submit and the actual number of works to be selected.

**9 Best Practice:** The organization provides a timeline that specifies a submission deadline and a date when the selected works will be announced.

**10 Best Practice:** The organization acknowledges receipt of all submissions, alerts all applicants of the outcome, and states whether it returns hard copy scripts (subject to receipt of a SASE).

**11 Best Practice:** The organization does not require the author to sign a contract as part of the submission process.

**12 Best Practice:** The organization does not require a submission fee. Furthermore, the organization imposes no other obligation on the author or encumbrance on the work (e.g., ticket sales, participation fees, technical rentals, hiring fees, marketing, or other selling obligations), except for do-it-yourself (“DIY”) productions.

### **Productions:**

**13 Best Practice:** At the time it offers the winning author a production, the organization provides the author with a production contract that preserves authorial rights.

**14 Best Practice:** If the organization charges admission to the production, the author is compensated.

**15 Best Practice:** The organization provides copies of reviews, photos, marketing materials, and media mentions.

*given opportunity. Too often, the Guild hears of organizations calling for “open submissions,” when submissions have actually been pre-selected and there are fewer available slots than advertised. This is frustrating for the author and damages the organization’s reputation. Toward this end, it is helpful if the organization discloses the number of applications it received in past years.*

**9** *Offering authors a detailed timeline allows them to set their expectations and track their submissions. This is mutually beneficial because it reduces the number of status inquiries the organization receives. When announcing winners, it is also helpful to include information on the number of applications the organization received.*

**10** *Acknowledging receipt of a submission, alerting applicants to the outcome, and returning hard copy scripts (if author has provided a SASE) are all simple ways to show care and respect for the author. Such practices also reduce the number of inquiries and follow-up letters sent to the organization.*

**11** *Forcing an applicant to sign a contract at the time of submission is a coercive act. First, such contracts often impose “non-negotiable” contract terms that erode an author’s ability to negotiate a fair and reasonable deal. Second, even where contract terms are negotiable, because the producing entity has not yet committed to producing the script, the author is put in a position of negotiating at a time when their bargaining power is at its lowest. At all times, authors are encouraged to sign contracts that are consistent with the DG Bill of Rights.*

**12** *The Guild has long disapproved of excessive submission fees, which not only undermine the benefit of any “award” or “royalty,” but also impose financial hardship on the author.*

*Any other authorial obligations should be clearly noted up front; this is particularly true for DIY and similar festivals that require authors to self-produce their works.*

**13** *Please see Best Practice #20 for a discussion on contract review, negotiation, and authorial rights.*

**14** *The Guild suggests that authors be paid industry-standard rates for any production, even in a festival or contest. Although the Guild is aware that a standard payment may not be feasible, the author should be compensated if tickets are being sold.*

**15** *Photos, videos, press releases, articles, etc., are invaluable to an author and have the added benefit of promoting the festival and contest. If it is not possible to provide the author with these materials, the theatre should provide some follow-up (e.g., a few words about how the play was received and some photos).*

**16** *As a general principle, non-profit organizations, which already benefit from sizable monetary transfers from the public through their tax-exempt status, should not request future royalties, future participation, or future options. Still, the Guild recognizes that some organizations do request these rights. In such instances, the organization should adhere to industry standard rates and practices. Specifically, the organization must earn subsidiary rights, future interests, and future performance rights by “vesting,” which is typically defined as presenting a professional production of no less than 21 paid public performances (with no more than eight previews and an official press opening) and appropriately compensating the author.*

*Subsidiary rights should follow industry-standard rates. Future royalties for the organization should be limited to the next commercial production that takes place within one to two years after the initial production, so as to compensate the organization if significant elements of its production move to a new venue. (Typically, the same director and at least half of the same cast and creatives.) Finally, as a general rule, encumbrances (like future options) should be limited by time, nature, territory, and venue, and should not be assignable.*

**17** *One of the most valuable assets an author can offer a producer is the right to present the “world premiere” of a script. The author should seek to reserve this term for the instance in which it will yield the greatest benefit. World premiere rights are only appropriate if the organization is presenting a professional production for an extended period of time (at*

**16** **Best Practice:** The organization never takes future production rights or future participation for ten-minute plays, one-act plays, or DIY productions. Rather, it seeks these rights **only** when it premieres a full-length work for an extended run (e.g., 21 paid, public performances), where the author is properly compensated pursuant to a written contract.

**17** **Best Practice:** The organization only requests world premiere rights if it is presenting (a) a professional (e.g., Equity) production, (b) for at least twelve performances, (c) with an official press opening, and (d) with tickets sold to the general public, including subscribers.

### **Authorial Rights:**

**18** **Best Practice:** The organization recognizes standard authorial rights as defined in the DG’s Bill of Rights, including script approval, creative approval, the right to be present, and billing.

**19** **Best Practice:** If the organization requires the author to attend an event or performance, it pays for the author’s related expenses.

### **Contract Negotiation:**

**20** **Best Practice:** The organization gives the author ample opportunity to evaluate, negotiate, and/or reject any production, publishing, or other contract. This includes the right to negotiate audio-

visual rights and other uses of the play. Any proposed contract is presented well in advance of the contest/festival, and the producer acts in good faith to offer and complete all contracts in a timely manner.

### DIY Festivals:

21 **Best Practice:** The organization makes its submission guidelines available to the public from the beginning of the application period;

- ◆ makes clear the specific obligations and expenses that are the responsibility of a self-producing author, including participation fees, technical rentals, tech hiring fees, or any other selling obligation (e.g., tickets);
  - ◆ makes clear the specific obligations and expenses that are the responsibility of the festival;
  - ◆ provides for an equitable allocation of rights and liabilities, indemnification from festival activities, and a clear understanding of the nature and quality of the advertising and promotional material to be used for the festival;
  - ◆ requires no subsidiary rights or other encumbrances on the author or on the author's work;
- consults with the self-producing author with regard to scheduling, venue, press/marketing, and selection of crew and staff; and
- ◆ shares ticket sales with a self-producing author in a manner that reflects his or her production and operating expenses.

least twelve performances) with tickets sold to the general public.

18 An author's standard rights are described in the DG Bill of Rights on page 82.

19 Although standard industry practice grants authors the right to attend casting sessions, rehearsals, and performances, such attendance is not required. If an organization requires the author's presence, it should pay the author's expenses (travel, hotel, per-diem, etc.). Failing to do so not only imposes a financial burden on the author, but also undermines the value of a royalty or award offered by the organization.

20 A contract signed today may affect an author's work for many years. As such, an author should be given the opportunity to read and understand the terms of a proposed deal in advance of submission or acceptance. An author should not feel pressured or forced to agree to the terms of a contract and should be encouraged to negotiate a deal that is fair. Although allowing for negotiation is a "best practice," the theater is not obligated to negotiate if its contract is consistent with the DG Bill of Rights. In any event, the Guild recommends that contracts be signed well before the first rehearsal. Contract negotiations should never be delayed until after the production closes.

21 Self-production opportunities involve a different set of expectations than the typical contest or festival. For DIY festivals, the organization should seek to clarify the rights and responsibilities of the producing author and the nature of the support that the organization will offer. As the producing entity, the author should have a strong voice in matters relating to the production. Moreover, the organization should not seek subsidiary rights or any other encumbrance because the organization is not the "producer" and, therefore, has not earned these rights.

# DG Policy on Submission

**T**he Dramatists Guild of America denounces the practice by some theatres, festivals, contests and educational programs of charging excessive fees to dramatists who submit their work for consideration, as well as the unfair encumbrances they put on works they have not produced.

Members should understand that submission fees are not the norm and, when required, the festival should offer something significant in return for the writer's investment, such as a cash prize, a residency, or a production. Reading fees are in no case acceptable, as most festivals receive that money from other grant sources, and, in any event, writers should not have to pay to have their work read nor should they be required to fund a prize or production, either in whole or in part. So, any request for submission fees should be accompanied by a complete explanation of how those fees are to be spent. Contests and festivals should also announce the names of all finalists and winners to all of the participants.

In addition to the issue of submission fees, The Guild feels that any organization's future participation in the life of a play must be earned by their actual production of it. Therefore, the Guild disapproves of any encumbrances put on a play by a festival or contest when they are only acting as a presenting organization and are not actually the producer of the particular work. Such contests and festivals should provide full disclosure on what encumbrances, if any, will be placed on a participant's work (including any share of the play's subsidiary income or any future production options on it) and this information should be stated clearly in the organization's printed and electronic materials related to the event.

However, in order to further the Guild's goal of making our members as well informed as possible about legitimate submission opportunities, we post most of the listings we receive from sponsors, omitting only those listings that charge exorbitant fees (in our view) or about whom we have received multiple member complaints. So be advised that the inclusion or omission of a listing in the Guild's various publications

does not constitute either approval or disapproval of that organization's practices by the Guild. Guild members are individually responsible for their submissions and should fully evaluate an opportunity before submitting their work.

Please contact Business Affairs ([businessaffairs@dramatistsguild.com](mailto:businessaffairs@dramatistsguild.com)) with any questions or if you need assistance in evaluating a particular opportunity.

## Submission Disclaimer

Please be advised that the inclusion or omission of a listing does not constitute approval or disapproval of that organization by the Guild, its Council, officers, employees, agents, or affiliates. Guild members are individually responsible for their submissions and should fully evaluate an opportunity before submitting their work. Please contact Business Affairs ([businessaffairs@dramatistsguild.com](mailto:businessaffairs@dramatistsguild.com)) with any questions or if you need assistance in evaluating a particular opportunity.