

Sample Licensing Agreement

Agreement made this _____ day of _____, 20__ by and between _____ (Producer) and _____ (Author).

Producer and Author agree to the following with respect to the Play entitled _____.

1. The Author hereby grants to the Producer the right to produce and present a production of the play for ____ performances on _____ at _____.
2. The Producer shall pay the Author _____ for the first performance and _____ for each subsequent performance no later than the close of the last performance together with a statement of the number of dates of performances.
3. The Author represents that he has the full and complete right to permit such a production of the Play by the Producer.
4. Any performances of the Play beyond the originally contracted performances stated above shall be negotiated by a separate contract.
5. The Producer shall not make any changes, alterations and/or omissions to the Play without the Author's prior consent. Any changes or additions to which the Author consents shall become the Author's sole property.
6. The Author shall receive billing credit in all programs, advertising and publicity for the Play immediately underneath the title in a type size no less than 50% the size of the title substantially as follows:

A Play by _____

7. The Producer shall have the right to authorize one or more radio and/or television presentations of excerpts from the Play for the sole purpose of publicizing the production of the Play; provided, however, that the Producer shall receive no compensation or profit, directly or indirectly, for authorizing any such radio or television presentations.
8. The Author retains all other rights to the Play and any future productions thereof.

9. The Producer shall not assign this Agreement or its rights arising hereunder without the prior written consent of the Author.
10. The laws of the state of _____ shall govern this contract.
11. The parties agree that any claim, dispute or controversy arising between the Author and the Producer under or in connection with the Agreement shall be submitted to arbitration in the State of _____. Judgment upon the award rendered may be entered in the highest Court of the forum, state or federal, having jurisdiction.
12. This is the entire Agreement between the Author and the Producer. It shall not be amended or modified except by a written agreement signed by the parties.
