

**Collaboration Agreement (Nonmusical)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_, whose address is \_\_\_\_\_; and \_\_\_\_\_, whose address is \_\_\_\_\_; and \_\_\_\_\_, whose address is \_\_\_\_\_ (all collectively hereinafter “Author”); all of whom desire to collaborate with each other to create a play presently entitled \_\_\_\_\_ (the “Work”).

Therefore, in consideration of the mutual covenants, promises, and agreements contained herein, the parties agree as follows:

1. Each party will write and create the Work and join with the others to complete the said Work.

2. Copyright in the play will be taken out and owned as follows

3. After deductions for agents’ commissions (as defined below), the producer’s share of subsidiary rights, and any other percentages of the gross revenues which the parties must share with others, then all of the net revenues, money, and income from the commercial exploitation of the Work, its adaptations, derivations, translations, and use in any media or format, whether now in existence, or hereinafter developed, will be divided among the parties as follows:

- \_\_\_\_\_ percent
- \_\_\_\_\_ percent
- \_\_\_\_\_ percent

“Agent’s commissions” will refer to the agent for the work as a whole and not to the respective agents for the individual parties, each of whom will be responsible for his own agent’s commissions.

4. All contracts dealing with the Work will require that, whenever authorship credit is given to one author, all of the collaborators must also be duly credited and provided in the same size and style of type as the others. Authorship credit will appear in the following order:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

5. Merger of the respective contributions of the parties hereto will, for all purposes, occur on the happening of the following:

\_\_\_\_\_ The “Merger Date”

Upon the happening of the merger date, all of the material that the parties have agreed will constitute the Work, will thereupon be incorporated into and become an essential part of the Work forever. After the merger date, the “merged” material may not be removed, or otherwise used in any manner outside of the work.

Any material created for or considered for the Work, but not actually a part of the Work on the merger date, will not be merged into the Work and will remain the individual

property of its creator/collaborator, whose control over it will be absolute. All rights to the same are reserved by its creator/collaborator. None of the other collaborators will have any rights, claims, entitlement or interest thereon.

6. All of the parties must agree upon and execute any contracts for all productions, presentations, publications of the Work, and for the sale or license of any rights therein. Except with the consent of the other parties, no party may sell, license, or otherwise dispose of any of the rights to the Work or authorize or grant the rights to produce or present the Work in any manner whatsoever.

7. Whenever the consent of the author is required or desired, the parties intend and agree that voting rights on matters will be apportioned as follows:

Each collaborator will have one vote and there will be as many votes as there are collaborators. All decisions will be by [majority] [unanimous] vote.

In the event the parties cannot agree upon a decision, the collaborators hereby appoint the following persons to break deadlocks:

Artistic Decisions: \_\_\_\_\_

Business Decisions: \_\_\_\_\_

8. In the event that merger has not occurred and one party dies or becomes disabled such that he cannot effectively collaborate, the remaining parties may continue the Work. They will have unbridled discretion to modify or change any or all parts of the Work, including any material contributed by the deceased or disabled party. If the remaining parties determine that additional material or contributions are needed for the element which the deceased or disabled party had heretofore been creating, they may bring in another person to finish the element, including changing or deleting any material heretofore created by the deceased or disabled party, or otherwise to contribute to the work.

In the event the surviving parties bring in a third person collaborator, they may compensate the new collaborator by changing [decreasing] the deceased or disabled party's compensation according to the following formula: \_\_\_\_\_

\_\_\_\_\_. They will not be required to obtain the consent of [the deceased's representative] [the disabled party] [the disabled party's representative]. However, they may not change or reduce any billing credits for the deceased or disabled party. Otherwise, all other compensation due to the deceased or disabled party will be duly paid, as heretofore agreed upon. In addition, copies of all contracts or other agreements affecting the Work will be furnished promptly to the disabled party or [his] [her] representative, or to the legal representative of the deceased.

9. At any time prior to merger, any of the parties may be removed by [majority] [unanimous] vote of the other parties. [For this purpose, and this purpose only, the parties will not vote by unit. Instead each party will have one vote.] The removed party will be entitled to due written notice. All rights to any of the material created or contributed by the removed party will revert immediately to him, to use and exploit as he will see fit, and the remaining parties will have no claim, interest, or entitlement to the use of the same, whether in this Work or in any other. The removed party will have no claim, interest, or entitlement to the Work, or any revenues earned by it.

10. If, pursuant to any of the provisions of paragraph 8 or 9 above, the parties agree to add or replace a collaborator, the new collaborator will be required to sign this agreement and to be bound hereto. However, such new, additional or replacement collaborator will

not be entitled to any revenues or other receipts earned by the work, including advances even for uncompleted work, prior to the date of his signing of this agreement.

11. The parties hereby appoint \_\_\_\_\_ as [exclusive] [nonexclusive] agent for the Work. The parties hereby appoint \_\_\_\_\_ as attorney for the Work.

12. The parties hereby warrant and represent that all material each has or will contribute to the Work is and will be original with each party (except for public domain sources) and has not been adapted or derived from any other copyrighted and/or trademarked material owned by a third person or entity not a party to this Agreement. Furthermore, to the best of knowledge of the contributing party, his material does not infringe upon or violate the rights of others, including any rights of publicity or privacy belonging to any third persons or entities.

13. Any collaborator hereunder may sell, pledge, lease, assign, encumber, or otherwise dispose of his interest of net receipts to a third party, provided, however, he first gives written notice of his intention, including the terms and conditions of said sale or encumbrance, to the other collaborators. Said notice must be by certified mail, return receipt requested, and will be effective only upon receipt by the other collaborators. The other collaborators will have \_\_\_\_\_ days after receipt, as a first option, to purchase the Selling Collaborator's interest, on either an individual or joint basis, upon the terms and conditions so stated in the notice. If, during the said time period, the Purchasing Collaborators either fail to exercise said option, or complete the purchase, the Selling Collaborator may offer and transfer his rights to a third party upon the same terms and conditions as contained in the notice to the other Collaborators, provided, however, he transfers only his right to receive the net revenues. Upon receipt of a copy of the sales contract to a third party, the remaining collaborators must honor the Third Party Purchaser's interest in the net receipts. The Selling Collaborator may not transfer voting or other rights to the Third Party. Upon transfer of his interest in the net receipts, the selling collaborator's voting rights, in all matters, business and artistic, will cease (but not his rights to billing credit).

14. The parties expressly deny any intention or agreement to form a partnership or joint venture between them, and this agreement will not be construed as creating same.

15. This agreement may not be assigned or transferred (except an interest in the net receipts as provided in paragraph 14 above), without the express written consent of the other parties. Nothing contained herein, however, will prevent a party from transferring or assigning his rights by will, trust, or other testamentary instrument to any person(s) and/or entities, for estate planning purposes.

16. This agreement will bind the parties hereto, their executors, administrators, personal representatives, successors, and assigns.

17. In the event of the death or disability of a collaborator, after merger has occurred, the following provisions will prevail:

(A) All artistic decisions, for which the authors' decision may be required, requested, or permitted, will be made by the surviving collaborators, according to the voting formula herein described in paragraph 7 above. If a collaborator is disabled but still competent to make artistic decisions, his voting rights will not change, and he will be entitled to vote as if disability had not occurred.

(B) The legal representative of the deceased or the disabled collaborator will not be permitted to vote on artistic matters.

(C) All business decisions, which the authors may be required, requested, or permitted to make, will be made by the surviving collaborators and the legal representative of a disabled collaborator who is not competent to make such decisions and the legal representative of a deceased collaborator.

18. This constitutes the entire agreement of the party. No modification, or amended hereto, will be effective except by the written consent of the parties.

19. The parties agree and understand that the creation and/or marketing of the work may entail expenses. The parties must agree in advance upon any expenses incurred and they agree to share such expenses, pro rata. In the event any party advances expenses, to which all of the parties have mutually agreed, he will be entitled to reimbursement from any monies earned by the Work before such revenues are divided up among the parties. In the event it becomes apparent, within a reasonable time, that the work may not earn revenues sufficient to repay him, the other parties agree to reimburse the advancing party, in full, pro rata according to their shares in the Work.

20. The laws of the State of \_\_\_\_\_ will govern this agreement.

21. In the event a dispute or disagreement arises out of this work, or in the event of a breach hereof, and it becomes apparent the parties cannot settle the same among themselves, then any party may require the other parties to submit to arbitration in \_\_\_\_\_ County, State of \_\_\_\_\_, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All such arbitration will be binding upon the parties. Any court of competent jurisdiction may enter judgment upon the award rendered by the arbitrator. In all such arbitrations, the losing party agrees to pay the costs of arbitration, as well as the prevailing party's reasonable costs and attorney's fees.

22. All notices required hereunder will be in writing and will be given by personal delivery or certified or registered mail (return receipt requested). Said notices will be effective upon the receipt thereof. All notices will be addressed to the parties at the addresses following their signatures below or to such other addresses as any party may specifically, in writing, direct.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands, seals, and signatures below.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.