

Artist's Limited Consent to Record Play

THIS AGREEMENT is made this _____ day of _____, 20____, by and between
_____ (“Artist”), and

_____ (“Producer”).

In consideration of the mutual promises and covenants herein made, the parties agree as follows:

1. The Artist is presently [performing in] [directing] the Play entitled _____, (“Play”) under the management and in the employment of the Producer.
2. The Producer now desires to record its production of the Play by _____ [videotape, DVD, audio, etc.] for the sole and limited purpose and use of retaining a historical record of its production and for no other purpose whatsoever.
3. The Artist hereby grants a limited license to the Producer to record [his performance in] [his direction of] of the Play, as aforesaid, for the sole purposes and uses stated herein and no other purpose whatsoever.
4. The Producer will be permitted to make only one recording of the Play as performed before a live audience of primarily paying ticket holders. For backup purposes only, the Producer may make a single copy of the aforesaid recording. The Producer will make one additional copy, which will be given to the Author. All of the expenses of recording and copying of the recording will be solely the expense of the Producer.
5. The Producer may not distribute, offer, sell, donate or otherwise give away at no charge, or otherwise dispose of its own recording of the Production [except as described in Alternate paragraph 6 below]. Any broadcast of any recording, by audio, television, closed circuit, cable, pay for view, Internet, or any other technologies, whether now known or hereinafter discovered, is expressly and specifically prohibited.
[6. Producer will deposit its recording of the Play in an on-site archive, maintained by the Producer and/or persons under his direction and control.]
[Alternate Paragraph 6]
[6. The Producer does not maintain its own on-site archive. Therefore the Artist grants permission to the Producer to deposit [donate] its recording of the Play to the following off-site archive _____ (the “Depository Archive”), located at _____ and to no other.]
7. The only persons who will be permitted to view and/or listen to the recording of the Play will be the following:
 - A. Present and future members of the Producer’s production staff and/or company;
 - B. Present and future members of the Producer’s board of directors [trustees];
 - C. Members of the current production of the Play;
 - D. Current and/or future subscribers to the Producer’s theater company;
 - E. Bona fide members of the press;
 - F. Current and/or future donors or potential donors [investors] and financial supporters of the producer’s company.

G. Legal and/or accountant representatives of the Producer and/or the Author, in connection with any bona fide legal disputes, claims, and/or causes of action arising out of the Production, and/or duly appointed officers of any court of competent jurisdiction in connection with any legal dispute, claim, and/or cause of action arising out of the Production.

H. Bona fide researchers and scholars, for educational and study purposes only. Regardless of the location of the Producer's archive [depository archive], viewing may be done only on the site of the archive [depository archive]. The recording may not at any time be removed from the archival site for viewing or any other purpose, other than restoration or preservation.

Viewing by the public at large, whether on an individual basis, or by more than one person at a time, is expressly and specifically prohibited. Any advertisement or other materials heralding, publicizing, or promoting the availability for viewing of the recording is expressly and specifically prohibited.

No charge or admission may be made or taken for any viewing, except for a nominal fee to offset the cost of the viewing. Nothing contained herein to the contrary, the archive may charge a general admission fee for access to its facilities as a whole, which fee may be in addition to the aforesaid viewing fee.

[In the event the Producer deposits its recording with a third-party Depository Archive, the Producer will, as a condition of deposit, secure the Third Party's written acceptance and agreement to all of the terms and restrictions contained herein.]

8. The Producer may not receive any direct or indirect compensation or profits from its recording of the Play, except reimbursement for reasonable out of pocket expenses. The Artist shall not receive any compensation for any recording of the Play made under this Agreement, provided no other Artist or personnel receive compensation, except the Author.

9. The Producer may not, at any time, offer, sell, distribute, or give away copies of any recording of the Play, whether authorized hereunder or not, to members of the general public and/or its patrons, board members, production staff, members of the current or future productions of the play without negotiating payment thereof and the consent therefore of the Artist.

10. The Producer may not assign this agreement to any other persons or entities (except successor entities of the Producer's company) without the Artist's written consent.

11. This Agreement will be binding on the parties, their heirs, legal representatives, and assigns.

12. All notices required hereunder will be by certified mail, return receipt requested, and mailed to the parties at their addresses below. All notices will be effective on the date of mailing. It will be a relocating party's affirmative duty to notify the other party of any change of address within fifteen days thereof. In the event consents of any kind are required, a request for consent will be mailed by certified mail, return receipt requested, to the last known address of the party whose consent is required. If the post office returns the request as unclaimed, person or address unknown, forwarding address unknown or expired, consent will be conclusively presumed to have been given and the party seeking the consent may rely upon same.

13. The laws of the State of _____ [Producer's residence] will govern this agreement.

In Witness Whereof, the parties have hereunto affixed their hands and seals, this day and date.

_____ (Artist)

_____ (Address)

_____ (Producer)

By: _____ (Title)

_____ (Address)

_____ (Third Party Depository Archive)

By: _____ (Title)

_____ (Address)

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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*.