

Director Agreement

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ (“Producer”) and _____ (“Director”).

In consideration of the mutual covenants, promises, terms and conditions herein granted, the parties agree as follows:

1. The Producer engages the Director to direct and the Director agrees to direct the Producer’s production of the play presently entitled _____ by _____ (“Play”).
2. The Play will begin paid public performances on _____.
3. The Director will provide the normal services associated with the direction of a play of the nature and kind as the Play, including supervising and conducting auditions; casting actors for the various roles contained in the Play (in consultation with the Playwright and the Producer); participating in such production meetings as may be necessary and appropriate; consulting with the author; consulting with and supervising designers, stage crew, and the other personnel as will be necessary for the effective presentation of the Play; conducting rehearsals; advising the actors in their performances; and promoting and publicizing the Play through interviews and other appropriate interactions with members of the press. If the Producer will require any other duties or services of the Director, the parties agree to negotiate compensation for same in good faith.
4. The producer will compensate the Director for the aforesaid services as follows: a nonrefundable fee of _____, which will be payable as follows: _____% not less than _____ days prior to the beginning of principal services by the Director; _____% not later than the official press opening of the Play.
[In addition to the foregoing fee, the Producer will also pay the Director a royalty in the amount of _____% of the gross weekly box office sales of each company of the Play under the Producer’s management. The Producer will first deduct all fees hitherto paid to the Director before the payment of percentage royalties. The Gross Weekly Box Office Sales are defined as ticket sales from all sources, including box office, mail order, ticket brokers, group sales, Internet sales, subscriptions, telephone sales, Ticketmaster, and discount ticket services.]
5. The Director will be entitled to purchase _____ pairs of house seats at the full box office price for each performance of each company under the Producer’s management. The seats will be in the section of the theater commonly and traditionally reserved for house seats in that particular theater. The seats will be held in reserve from general sale for the Director’s purchase until _____ o’clock p.m. for each matinee performance and until _____ o’clock p.m. for each evening performance. Any seats not purchased by that time, they will be offered for sale to the general public at the full box office price. Director will not resell the house seats at a premium over the box office price. Director further agrees to comply with all laws, rules, and regulations governing the use and disposition of house seats promulgated by the appropriate governmental authorities having jurisdiction thereof.
6. The Producer will pay the reasonable cost of transportation for the Director from _____ [his] [her] city of residence to all cities in which the Producer requires the Director to render services.

7. The Producer will pay the reasonable costs of housing accommodations for the Director in all localities in which the Producer requires the Director to render services, except in the Director's city of residence. All housing accommodations will be at least the equivalent of those enjoyed by the Producer.

8. The Producer will employ the Director for a minimum of _____ weeks beginning on _____ and terminating on _____.

9. The Director will receive billing credits in all programs, flyers, publishing, advertising, and promotional materials, [including theater marquees] under the Producer's control, in which the Playwright's name also appears. Said billing will be on a separate line in which no other credits appear and will be in a size and style of typeface as follows: _____

10. (a) After the press opening of the play, the Director will be responsible for supervising and maintaining the quality of the production. At least once in every _____ weeks' period, the Director will attend at least one public performance of the Play. When appropriate, the Director will conduct "brush up" rehearsals with the actors and other personnel, in order to sustain the quality of the production. In the event the Director fails or refuses to comply with the foregoing, _____ [his] [her] weekly royalty will be reduced by one-half until _____ [he] [she] completes the work.

(b) Provided the Producer consents, the Director may be excused from the foregoing post-opening supervision whenever _____ [his] [her] other professional obligations prevent _____ [him] [her] from doing so. However, the Producer's consent under this paragraph on an occasional basis will not operate as a waiver of the Director's responsibilities as set forth in paragraph nine (a) above.

11. The Director will have the option to direct all future companies of the Play, under the Producer's management within the United States. The Producer will give the Director written notice of his intent to present each additional company. The Director will have ten days after receipt of the notice to notify Producer of _____ [his] [her] intent to exercise this option. In the event the Director fails to notify Producer within ten days of _____ [his] [her] affirmative intent to direct said future company, the Director's option (as to that company only) will lapse, and the Producer may engage another director of his choosing. In such case, the Director's royalty for said company will be reduced to _____ % of that company's gross weekly box office sales for a nonmusical or _____ % of the Gross weekly box office sales for a musical. For each company of the Play which the Director elects to direct, _____ [his] [her] royalty will be _____ % of the gross weekly box office sales for that company in the case of a nonmusical; or _____ % of the gross weekly box office sales for a musical.

12. (A) As part of the Director's normal services in connection with the production of the Play, ___ [he] [she] may offer suggestions, guidance, advice, bits of business, lines of dialog, or other material to the Playwright. The Playwright will be free to accept or reject any such contributions. The Director understands and agrees that, as part of the Producer's contract with the Playwright, all such material contributed or offered by the Director to the Playwright will become the Playwright's sole property, copyrightable by _____ [him] [her], and, at the Playwright's sole discretion, used in all future productions and publications of the Play, without compensation, claim, right, title, credit,

ownership, or copyright by and to the Director. However, if the Playwright and the Director agree that the Director will contribute rewriting services to the Play, the Director will negotiate in good faith a separate contract for the same with the Playwright.

(B) Notwithstanding the foregoing, the Producer agrees and understands that the direction of the Play will remain the sole property of the Director and may not be used or reproduced in any additional companies or productions of the show without the Director's consent. The Director may submit said Direction to the U.S. Copyright Office for copyright thereto in the Director's sole name, provided same does not interfere with the Author's copyright of the Play.

13. This is a personal services contract and may be not be assigned by the Director without the Producer's written consent.

14. In the event the Producer terminates the Director for any reason, other than breach of contract, the Producer will pay the Director in full under this contract.

15. No recordings, whether by audio, video, film, or other means, whether now known or hereinafter devised, will be made of the Play without the Director's consent.

Notwithstanding the foregoing, however, the Director hereby consents to the recording and/or performance of excerpts from the Play not to exceed three hundred seconds for radio and/or television broadcast, for the purpose of publicizing and promoting the Production, provided the Producer receives no compensation or profits therefrom, except the nominal costs of production.

16. The laws of the State of _____ will govern this Agreement.

17. This Agreement is binding on the parties, their heirs, successors, and assigns.

18. In the event a claim or a dispute arises out of this contract, which the parties cannot resolve in face to face discussions, either party may bring the matter before a member of, and under the commercial rules of, the American Arbitration Association. The arbitration will be binding on both parties. The arbitrator may require the losing party to pay the costs and reasonable attorney's fees of the prevailing party. Judgment upon such arbitration award may be entered by any court of competent jurisdiction.

19. Notices required hereunder may be mailed to the parties at the addresses following their names below. Notices will be by certified mail, return receipt requested, and will be effective on the date of mailing.

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

_____ (Producer)

_____ (Address)

_____ (Director)

_____ (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*.