

**CONTRACT FOR PERMISSION  
TO PERFORM “AGING IS NOT FOR SISSIES” OR TO PURCHASE A  
PERUSAL COPY OF THE SCRIPT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Between Pratibha Eastwood (hereinafter called the Playwright)

PO Box 61537, Honolulu HI 96839  
(full address)

(808) 595-4673; (808) 988-7658 eastwoodoffice@hawaii.rr.com  
(phone) (email)

And \_\_\_\_\_  
(hereinafter called the Theater/Producer)

\_\_\_\_\_  
(full address)

\_\_\_\_\_  
(phone) (email)

WHEREAS the Playwright is the primary author and sole copyright owner of the Play entitled “Aging Is Not For Sissies” (hereinafter called the Play);

AND WHEREAS the Theater/Producer/Peruser named wishes to produce and publicly perform or arrange for the production and public performance of the Play, or wishes to purchase a perusal copy of the script;

IT IS HEREBY AGREED AS FOLLOWS:

**1. Right to Produce/Peruse**

The Playwright hereby grants to the Theater/Producer/Peruser the right to mount a production of the Play, venue and dates to be agreed upon at a later date, or to peruse the script. It is understood that the script is copyrighted and will not be shared by the Theater/Producer/Peruser with any party not directly involved in the production of the Play authorized by this agreement.

This agreement shall be in effect for a period not to exceed 120 days from the date of signing.

## **2. Royalties**

Royalties shall be paid by the Theater/Producer to the Playwright at the rate of 15% of the certified gross box office receipts, not including credit card charges or any government taxes.

The Theater/Producer/Peruser guarantees that a minimum of \$100 will be paid to the Playwright upon the signing of this agreement. This minimum amount will be considered by both parties as either a fee for a copy of the perusal script, or as a guaranteed minimum advance against royalties. This amount shall not be refunded in the event the Play is not produced.

Full payment of royalties shall be made no later than 15 days following the end of the run of the Play. The Theater/Producer shall furnish the Playwright with a duly certified statement of the box office receipts at the same time that royalties are paid.

If the payment of the balance of royalties is late, the Theater/Producer agrees to pay to the Playwright 2% per month interest based on the balance of royalties owing.

## **3. Extension of Rights to Produce**

In the event that the Theater/Producer does not produce the Play within 120 days, the Theater/Producer may, by mutual agreement with the Playwright, extend its production rights for a further period of 60 days at a time, upon payment of an additional \$100 for each extension period. This payment will be a non-returnable, recoupable advance against royalties specified in Clause 2. All prior sums paid to the Playwright to hold the rights to the Play shall be considered non-refundable fees and the final payment or extension of rights shall be accepted by the Playwright as a non-refundable, recoupable advance against royalties.

## **4. Artistic Decisions**

The Playwright will be consulted on the choice of cast, unless the Playwright specifically waives this provision in writing by signing here\_\_\_\_\_.

## **5. Changes in the Script**

The Theater/Producer shall produce the Play in accordance with the Playwright's authorized script. No changes shall be made in the script without the consent of the Playwright. All changes become the sole property of the Playwright.

## **6. Rehearsals**

If the Theater/Producer requests the attendance of the Playwright at rehearsals, then the Playwright will be provided with round trip air or other available and appropriate

transportation from the Playwright's place of ordinary residence and in addition shall receive a per diem allowance of \$200 per day for room and board. It is understood between the parties that the use of the most economical and mutually convenient reasonable transportation (especially as regards air travel) is the spirit and intention of this clause. Should either party subsequently change the arrangements for any reason, that party shall be responsible for any additional costs incurred.

## **7. Credits**

The Theater/Producer shall credit Pratibha Eastwood, Ph.D. as primary author and Roshani Shay, Ph.D. as co-author and editor in the Play program.

## **8. Contracts**

Contracts will be executed in duplicate, one copy to be retained by the Playwright and one copy to be retained by the Theater/Producer/Peruser.

## **9. Exclusivity**

During the period commencing with the date on which the Playwright has signed this Agreement and continuing to the end of the 120 day period, or the end of any extension periods agreed to, the Playwright shall not license or assign any third party rights to the Play granted herein within a 100 mile radius of the Theater's/Producer's venue, unless the Playwright has received the Theater's/Producer's prior consent to do so.

## **10. Notices**

All notices herein provided for shall be delivered personally or sent by registered mail to the addresses specified in this contract. Either party shall by like notice specify any change of address.

IN WITNESS WHEREOF, the parties hereto have executed the present Agreement.

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Theater/Producer

Date

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Playwright

Date