



*The Players Theatre*  
Short Play  
& Musical Festival

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115 MacDougal | Street New York, NY 10012 | (212) 475-1237 | [ShortPlayNYC.com](http://ShortPlayNYC.com)

GENERAL AGREEMENT & CONTRACT

- 1: According to the terms and conditions herein below set forth, this agreement is made between **THE PLAYERS THEATRE SHORT PLAY & MUSICAL FESTIVAL (SPF)** hereinafter referred to as “**PRESENTER**” and \_\_\_\_\_, hereinafter referred to as “**PRODUCER/COMPANY**” regarding **THE PLAYERS’ THEATRE SHORT PLAY & MUSICAL FESTIVAL (SPF)**.
  
2. **ARTISTIC DIRECTOR/PRESENTER:** Brenda Bell, Artistic Director
  
3. **PRODUCER/COMPANY:**  
  
Contact Name \_\_\_\_\_  
  
Role (In Production) \_\_\_\_\_  
  
Address \_\_\_\_\_  
\_\_\_\_\_  
  
Primary Phone \_\_\_\_\_  
  
E-Mail \_\_\_\_\_
  
4. **PRODUCTION TITLE:** \_\_\_\_\_
  
5. **DATES:**  
**Week 1: February 08-11 (tech is the evening of 2/4/18)**  
**Week 2: February 15-18 (tech is the evening of 2/11/18)**  
**Week 3: February 22-25 (tech is the evening of 2/18/18)**
  
6. **LOCATION:** The Steve & Marie Sgouros Theatre, 115 MacDougal St., NY, NY. 10012.
  
7. The contract allows for **FOUR (4)** performances of the production named above, plus a technical rehearsal. Thur, Fri & Sat at 7p and Sun at 3p.
  
8. The terms of this contract may be terminated at any time by the **PRESENTER**. Reasons for termination include, but are not limited to: creating dangerous working conditions, intoxication, damaging **PLAYERS THEATRE** property, interruption of other rehearsals or **COMPANIES**. The **COMPANY** may terminate this contract at no penalty until and including, but no later than **5:00PM, Monday, January 29, 2018**. It is understood that termination of contract means **PRODUCER/COMPANY** will **NOT** perform in **THE PLAYERS’ THEATRE SHORT PLAY & MUSICAL FESTIVAL**.



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9. Should **PRODUCER/COMPANY** terminate contract after **5:00PM, Monday, January 29, 2018** a **ONE HUNDRED DOLLAR (\$100)** fee held as refundable deposit shall be imposed upon terminating **PRODUCER/COMPANY**.

10. **DEPOSIT & TECH FEE**

Producer may pay the **\$100** refundable deposit and the **\$50** tech fee (\$150 total) by check or credit card. Please check your preference below:

I wish to pay by credit card – please send me an online invoice

I wish to pay by check which I will bring to the meet & greet on Sunday, January 28<sup>th</sup>

I wish to pay by check and will mail my check following the directions below

Please make checks payable to **Victory Theatrical**. Fees are due no later than: **Monday, January 29, 2018**. If you need an extension please let us know.

**Mailed checks are sent to: Victory Theatrical, c/o the Players Theatre, 115 MacDougal Street, NY NY 10012**. You may also drop this off during business hours.

**Deposit refunds will be mail out on Monday, March 12, 2018**

11. **PRODUCER/COMPANY** covenants to be solely responsible for and to indemnify and hold harmless the **PRESENTER** and **THE PLAYERS THEATRE/VICTORY THEATRICAL** against any claims or actions, including but not limited to those alleging personal injury or death, or property damage arising out of the occupancy or other use of **THE PLAYERS THEATRE** by the **COMPANY** or by any other party pursuant to the terms of this Agreement and any fault or act of negligence by **COMPANY** or any failure on its part to comply with any of their terms and conditions of this Agreement.
12. All use of **PRESENTER'S** props, costumes, equipment and all use of **THE PLAYERS THEATRE'S** props, furniture, equipment and facilities are subject to supervision, rules, regulations, policies and procedures of the **PRESENTER** which have the exclusive right to determine what shall constitute a proper and safe conduct and use.
13. **FAILURE TO PERFORM:**
- A. **FORCE MAJURE:** No party to this agreement shall be liable to the other(s) for the failure to perform under the terms of this Agreement, should such failure be due to unavoidable acts of God, riots, strike, epidemics, nuclear scare/accident, any act or order of public authority, or any other cause considered FORCE MAJURE, similar or dissimilar.



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- B. **CANCELLATION:** Should **PRODUCER/COMPANY**, or anyone representing **COMPANY'S PERFORMANCE** fail to appear or perform for any reasons other than those specified in the Agreement Hereunder, **PRODUCER/COMPANY** agrees to reimburse **PRESENTER** for any costs incurred by **PRESENTER** prior to such failure to appear or perform. These expenses may include, but are not limited to, ticket printing, brochure and poster design, program printing, advertising, staff planning and Theatre rental and are **separate and additional** to the \$100 cancellation fee.
- C. **INCLEMENT WEATHER:** In The Event of a snowstorm or other major environmental disaster on the day of or on the day prior to the engagement, **PRESENTER** shall proceed to hold engagement as scheduled, provided that **PRODUCER/COMPANY** is in New York City and ready to perform, unless a state of emergency has been declared by the Mayor, Governor, or some other Civil Authority which prevents travel to the venue. In such a case the event will be cancelled; neither **PRESENTER** nor **PRODUCER/COMPANY** shall be liable to the other party and both parties shall make their best effort to reschedule the performance within **SIX (6)** months, on the same terms.
14. **MEDIA AND INTERVIEWS:** **PRODUCER/COMPANY** agrees to make every effort to make himself/herself available for photo calls and/or interviews with press or broadcasting agents. **PRESENTER** will give **TWENTY-FOUR (24)** hour's notice to any media event.
15. **WHAT COMPANY RECEIVES:**
- PRODUCER/COMPANY** shall receive **FOUR (4)** performances, on the week assigned by the **PRESENTER**. Additionally, **PRODUCER/COMPANY** shall receive a technical rehearsal, including lights and sound, at no additional cost to **PRODUCER/COMPANY**, prior to the first performance of each week.
16. **PERFORMANCE DATES:**
- PRODUCER/COMPANY** and any persons in **PRODUCER/COMPANY'S** performance, shall arrive to the theatre no later than **SIXTY (60)** minutes prior to the beginning of the evenings' performances.
17. **UNION STATUS:**
- PRODUCER/COMPANY** acknowledges that **THE PLAYERS' THEATRE SHORT PLAY & MUSICAL FESTIVAL** will be a **NON-EQUITY** production. There is no allowance for equity waiver.



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18. **INVOLVEMENT:**

**PRODUCER/COMPANY** acknowledges that **PRODUCER/COMPANY** is not allowed to assume more than two roles in the respective Production. This means, that a playwright may appear in his or her play, but cannot direct it, etc.

**PROUDCER/COMPANY** assures that he/she has the right to perform his work and the **PRODUCER/COMPANY** retains sole ownership of property – **PRESENTER** retains no right to work

19. **PROGRAM:**

**COMPANY/PRODUCER** will provide the name of all actors, writers and directors for use in the program and posters/flyers by **TWO WEEKS BEFORE FIRST PERFORMANCE**. If **COMPANY/PRODUCER** fails to provide all names and other relevant program information by above date, the information will not be included in the program.

20. **COMPLIMENTARY TICKETS:**

**NO** complimentary tickets will be provided.

21. **CONTROL OF THEATRE:**

**THE PLAYERS THEATRE**, all administrative and logistical, sound amplification and lighting equipment shall at all times remain in control of **PRESENTER**.

22. **PRIZE:**

By way of audience vote, one **PRODUCER/COMPANY** shall receive a **ONE HUNDRED DOLLAR (\$100)** prize each week. The results and individual tallies of the vote shall not be made known to anyone but **PRESENTER** and **PRESENTER** remains the sole executor of the audience vote.

**AGREED TO BY:**

**DATE:**

\_\_\_\_\_  
THE PLAYERS' THEATRE SHORT PLAY & MUSICAL FESTIVAL

\_\_\_\_\_  
For **PRODUCER/COMPANY**