





# Gorilla Theatre's Playwright Database and *The Plays of Kansas City* publication

## **PART C: Contract for the submission of play to Gorilla Theatre's *The Plays of Kansas City* publication and the Gorilla Theatre Online Playwright Database. Include this form with each submitted play.**

**Title:**

**Author:**

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All terms of this contract are negotiable prior to signing. Please contact Gorilla Theatre if you wish to negotiate the terms listed here.

1. The playwright retains all rights to their work. The copyright of the work, including any extensions or renewals, must be in the name of the author. No additions, omissions, or alterations to your script may be made without the playwright's consent.
2. The playwright is or within the last five years was a resident of the states of Missouri or Kansas.
3. Gorilla Theatre is not a publishing house nor representing artists' works, but we will serve some of those purposes as outlined in this agreement. Gorilla Theatre will not represent the playwright in any legal matters. Playwrights are encouraged to look elsewhere for proper publishing or full representation of their work.
4. *The Plays of Kansas City* will be published by Gorilla Theatre annually in book form and continuously on their website for as long as they feel the endeavor is worthwhile. The book will be sent free of charge (initially) to local theater companies, performance arts venues, high schools and higher education institutions, public libraries, and select theatre-related organizations in the Kansas City region. Playwrights will not receive a free copy. This book will also have an on-line equivalent on the Gorilla Theatre website. The playwright may request that their name be removed from the book and/or website at anytime.
5. The playwright will give Gorilla Theater two quality copies of each play they submit. Gorilla Theatre retains no rights over the submitted work except to reproduce it for interested parties as outlined in the next clause, and will retain one copy for this purpose. Gorilla Theatre will also include one copy of the play in their theatre library, which should eventually be open to the public. The playwright should also include an electronic version of their script for archiving/reprinting purposes. A .pdf, .doc, or .rtf file is preferred.
6. Scripts listed in *The Plays of Kansas City* are reproduced on a "Publish on Request" system, whereby interested parties request a copy of the script and it is reproduced for them for a \$10 charge. The \$10 fee includes the cost of copying and mailing the script, with \$1 (10%) going to Gorilla Theater, and the remainder, if any, going to the playwright. The playwright will be notified of anyone that requests a copy of their script. The playwright is free to distribute the work themselves as they please.
7. If the play has already been published, Gorilla Theater will direct interested parties to the published version and will not reproduced the script unless requested to do so by the playwright.
8. Scripts will not be made available electronically to any interested parties unless instructed to do so by the playwright.
9. It is not Gorilla Theatre's responsibility to promote or seek productions of any playwright's work. Any efforts in this direction are purely at the discretion of Gorilla Theatre.
10. Gorilla Theatre will not negotiate with commercial theatre companies for the royalties of the script if it were to be produced. We will negotiate royalties with educational or non-professional companies but we are not a professional publisher and will only negotiate as outlined in the next clause. Gorilla Theatre urges the writer to seek adequate representation for their work.
11. Gorilla Theatre will request that educational and non-professional theatre companies pay royalties to the playwright using the following rule: 10% of the box-office receipts per performance up to \$50. If the production is being given for free (i.e. no box-office receipts) then some other royalty negotiation will be made between Gorilla Theatre (or the playwright) and the producing company based on the production's income. Gorilla Theatre will take 10% of all royalties the playwright receives if the production is a result of Gorilla Theatre's involvement. Royalties should be paid to Gorilla Theatre and Gorilla Theatre will then pay royalties due to the playwright. The playwright may not waive their royalties from a production unless Gorilla Theatre agrees to this. At this time, Gorilla Theatre will not negotiate with commercial theatre companies, although we may assist the playwright in this endeavor.
12. Gorilla Theatre reserves the right to produce any submitted works using the royalty guidelines outlined in the prior clause, although Gorilla Theatre will not take 10% of the playwright's royalties since we are already profiting from the playwright's work.
13. The playwright is not required to deal through Gorilla Theatre. They may deal with theatre companies directly. Gorilla Theatre merely provides this service as a convenience to the writer.
14. Submissions to *The Plays of Kansas City* or Gorilla Theatre's Playwright Database is not a submission to the Gorilla Theatre's annual playwrighting competition. The playwright must submit to the competition separately.
15. The playwright has total control over their work. They may end their association with Gorilla Theatre for any reason at any time and request that all copies of their script in Gorilla Theatre's possession be returned to them or destroyed. They are entitled to full disclosure of all of Gorilla Theatre's activities regarding their work.
16. Gorilla Theatre has the right to terminate association with a playwright for any reason at any time. Copies of scripts in Gorilla Theatre's possession at the time of termination become property of Gorilla Theatre, but they may not be reproduced for outside parties without the playwright's permission.

**Signature:**

**Date:**

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