Play Production Agreement

This Play Production Agreement (“Agreement”) is between Texas A&M University- Corpus Christi (“A&M-Corpus Christi”), a member of The Texas A&M University System (the “A&M System”) and an agency of the State of Texas, on behalf of its Department of Theatre and Dance, and [Playwright] (the “Playwright”), the author of “[play title]” (the “Play”).

The production of the Play contemplated by this Agreement is of mutual interest and benefit to the parties, and will further the educational objectives of A&M-Corpus Christi in a manner consistent with its status as an agency of the State of Texas. The parties therefore agree as follows:

1. Grant of Rights
   1.1 The Playwright hereby grants A&M-Corpus Christi the right to produce and present one performance of the Play at A&M-Corpus Christi’s student-directed, ten-minute play festival in December 2019 (the “Production”).
   1.2 A&M-Corpus Christi may not broadcast the Production in any manner or permit the Production to be so broadcasted.
   1.3 A&M-Corpus Christi may not record the Production in any manner or permit the Production to be so recorded, except that each individual participant in the Production may record the Production for his or her personal use only.
   1.4 A&M-Corpus Christi acknowledges that:
      (a) This Agreement grants A&M-Corpus Christi only a limited license to the Play and that no ownership rights to the Play are conveyed; and
      (b) No additions, omissions, or alterations may be made to the Play (including its title, dialogue, and stage directions) without the advance written permission of the Playwright.

2. Compensation
   2.1 As compensation for the grants of rights, A&M-Corpus Christi shall pay the Playwright the fixed price amount of $[price].
   2.2 A&M-Corpus Christi shall provide to the Playwright, either digitally or hard copy:
      (a) A copy of any A&M-Corpus Christi program, poster, and other marketing materials for the Production;
      (b) At least two photos of rehearsals and/or performance of the Production; and
      (c) Any reviews or other press clippings of which A&M-Corpus Christi becomes aware regarding the Production.
   2.3 The Playwright may attend any rehearsals and performances of the Production free of charge. Nothing in this Agreement limits A&M-Corpus Christi’s ability to exclude or remove any individual from A&M-Corpus Christi’s premises if such individual has violated A&M-Corpus Christi rules, or is determined by A&M-Corpus Christi, in its sole discretion, to be acting in such a way as may negatively impact the safety or wellbeing of A&M-Corpus Christi’s students, faculty, staff, or visitors.
3. Billing
3.1 A&M-Corpus Christi shall provide the Playwright billing credit in any Production program, press release, poster, Facebook or other website mention, advertising, or other publicity under the control of A&M-Corpus Christi.
3.2 A&M-Corpus Christi shall ensure that the Playwright’s name (correctly spelled) immediately follows title of the Play in any such material.
3.3 A&M-Corpus Christi shall include the Playwright’s biography in any program for the Production in which any other biography appears.
3.4 No casual or inadvertent failure to comply with the requirements of this Article 3 will be a breach of this Agreement unless A&M-Corpus Christi does not promptly remedy the failure after notice from the Playwright.

4. Certifications and Indemnity
4.1 The Playwright hereby certifies that:
   (a) The Playwright is the owner and sole author of the Play with the authority to grant the rights granted to A&M-Corpus Christi under this Agreement;
   (b) The Play does not and will not, and A&M-Corpus Christi’s exercise of the rights granted under this Agreement will not: (1) infringe upon the copyright, trademark, or other intellectual property rights of any party, (2) libel, slander, defame, or violate the rights of privacy or publicity of any party; or (3) violate or conflict with any agreement that the Playwright has made with any other party; and
   (c) There is no pending or threatened judicial, administrative, or other action, suit, claim, investigation, or proceeding as to the Play.
4.2 As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a “Proceeding”) related to a breach of one or more of the certifications in Section 4.1, the Playwright shall indemnify and defend A&M-Corpus Christi, the A&M System, and their regents, officers, employees, representatives, agents, and students against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys’ and other professionals’ fees and disbursements arising out of that Proceeding.

5. General Provisions
5.1 Each party shall comply with all federal, state, and local laws, ordinances and regulations in relation to this Agreement.
5.2 This Agreement is not intended to create a partnership or joint venture between the parties, nor is it intended to make the Playwright an employee of A&M-Corpus Christi or entitled or eligible to participate in any benefits or privileges given or extended by A&M-Corpus Christi to its employees. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
5.3 The Playwright certifies that to the best of the Playwright’s knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in any of the profits, real or potential, thereof.
5.4 The Playwright acknowledges that A&M-Corpus Christi is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Corpus Christi’s written request, the Playwright shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to A&M-Corpus Christi in a non-proprietary format acceptable to A&M-Corpus Christi. As used in this provision, “public information” has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which A&M-Corpus Christi has a right of access. The Playwright acknowledges that A&M-Corpus Christi may be required to post a copy of the fully-executed Agreement on A&M-Corpus Christi’s website in compliance with Section 2261.253(a)(1), Texas Government Code.

5.5 Pursuant to Section 2252.903, Texas Government Code, any payments owing to the Playwright under this Agreement may be applied directly toward certain debts or delinquencies that the Playwright owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

5.6 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

5.7 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates must be in Nueces County, Texas.

5.8 Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with confirmation of transmission and receipt, if sent during the recipient’s normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

(a) A&M-Corpus Christi: attn: Contracts Administration
6300 Ocean Drive, Unit 5731
Corpus Christ, Texas 78412
contracts@tamucc.edu
5.9 This Agreement contains the entire understanding of the parties as to the Production, and supersedes all other written and oral agreements between the parties as to the Production. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or other form.

5.10 This Agreement is assignable only with the written consent of both parties.

5.11 A&M-Corpus Christi is an agency of the State of Texas and nothing in this Agreement waives or relinquishes A&M-Corpus Christi’s right to claim any exemptions, privileges, and immunities as may be provided by law.

5.12 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

5.13 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

5.14 This Agreement may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

The parties have executed this Agreement on the dates indicated below.

Texas A&M University-Corpus Christi [Playwright]

By: ____________________________ By: ____________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
Date: __________________________ Date: __________________________