

LIBERTY UNIVERSITY
NATIONAL PLAYWRITING COMPETITION
AGREEMENT

This Agreement (“**Agreement**”) is effective this ___ day of ___ 2016 (“**Effective Date**”) by and between Liberty University Inc., a Virginia non-stock corporation (“**Liberty**” or the “**Theatre**”), having its principal place of business at 1971 University Blvd, Lynchburg, VA 24515, and the playwright _____ (“**Playwright**”).

WHEREAS Liberty operates a university with a Department of Theatre Arts, which provides instruction in the theory and practice of theatre performance and production;

WHEREAS Theatre has sponsored a National Playwriting Competition (“**Competition**”) for the voluntary submission of plays from playwrights residing in the Continental United States, not including Liberty University students, faculty, staff, or alumni;

WHEREAS Theatre faculty has adjudicated the plays and selected the winner, whose winning play (“**Winning Play**” or “**Play**”) shall, at Theatre’s option, be produced as a workshop production in May 2017; and

WHEREAS, Playwright, through the act of submitting a play for the Competition, agreed to execute this Agreement and be bound by the terms hereof if selected the winner of the Competition in order to be named winner of the Competition and be entitled to the first place prize.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Theatre and Playwright hereby adopt the foregoing recitals as true and accurate and agree to the following articles:

ARTICLE 1
ELIGIBILITY AND SUBMISSION

1.1. **Entry Rules.** Playwright hereby acknowledges that he or she has read and complied with all entry rules outlined in the National Playwriting Competition Rules and Guidelines for Submission Form.

ARTICLE 2
PRIZE

2.1. **Prize.** The Winning Playwright shall receive a \$500.00 prize from Liberty, and hereby agrees that Theatre shall, at its option, have the exclusive right to produce the Winning Play as a workshop format production in May of 2017. If the Theatre exercises this option, Theatre shall pay for Playwright to travel to Lynchburg, Virginia from his or her place

of residence in order to attend the workshop production. Such prize shall include three consecutive nights of travel expenses paid, including the reasonable costs of food and lodging, consistent with Liberty's travel reimbursement policies.

ARTICLE 3 COPYRIGHT OWNERSHIP

3.1. **Title.** Playwright or Playwrights, if the play is written by more than one person, shall retain sole and complete title including copyright ownership, in and to the play, and all rights and uses of every kind except as otherwise specifically provided herein.

3.2. **No Collective or Joint Work.** Theatre represents and warrants that it shall not, directly or by implication represent, imply, or agree that the Winning Play is a collective or joint work between Theatre and Playwright as defined by 17 U.S.C. § 101, or that the copyright of the Play is held by any person or persons other than the Playwright(s).

3.3. **Warranty by Playwright.** Playwright warrants that the Play is the exclusive artistic creation of Playwright, that Playwright has not contracted with any other third parties to the extent that such contracts would conflict with this Agreement, that Play has never been professionally produced, and that Playwright has authority to enter into this Agreement.

ARTICLE 4 CREATIVE LICENSE AND LIMITED ALTERATIONS

4.1. **Limited Alterations.** Playwright grants Theatre the right to make limited alterations to the script, including to dialogue and to stage directions, subject to Playwright's approval, for the sole purpose of the 2017 workshop production.

4.2. **Casting.** Playwright agrees that all casting decisions for the workshop production shall be within the exclusive control of Theatre.

4.3. **Marketing.** Playwright agrees that all marketing decisions, including creative control over poster and program design and layout for the workshop production, shall be within the exclusive control of Theatre.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1. **Advertising and Rights of Promotion.** Playwright grants Theatre the right to use the title and excerpts of the Play for promotional purposes in any medium. Playwright also grants Theatre permission to use Playwright's name and biography for promotional purposes.

5.2. **No Royalties.** Playwright understands and agrees that Theatre shall not pay Playwright any royalties or other form of compensation for the workshop production described herein above and beyond the prize described herein.

5.3. **Indemnification by Playwright.** Playwright agrees to indemnify Theatre for any and all claims, damages, costs and legal fees incurred by Theatre resulting from the infringement of any third party rights by the Playwright or by Theatre’s production of the Play.

5.4. **Severability.** If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable to any extent, the remainder of the Agreement will remain valid, binding, and fully enforceable.

5.5. **Scope of Agreement; Entire Agreement; Amendments.** This Agreement constitutes the final agreement between the parties concerning the terms and conditions of the Competition. The parties may amend this Agreement only by a written agreement signed by both parties that identifies itself as an amendment to this Agreement.

5.6. **Assignment and Delegation.** Neither this Agreement as a whole nor any of its individual provisions is assignable by either party without the written consent of the other party.

5.7. **Governing Law; Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and without regard to its choice of law rules. Playwright unconditionally submits to the jurisdiction of the courts located in the Commonwealth of Virginia in all matters relating to or arising from this Agreement.

IN TESTIMONY WHEREOF, Playwright and Theatre have executed this Agreement on the date(s) written below.

LIBERTY UNIVERSITY, INC.

[_____]

by: _____

by: _____

Department of Theatre Arts

Playwright

Date: _____

Date: _____