



PRODUCTION AGREEMENT

1. This Production Agreement, hereinafter referred to as "Agreement," is entered into and made effective by accepting the terms and conditions by and between the following parties;

Victorian Theatre Company, hereinafter referred to as "Producer," having its principal place of business at the address Unit 9/26 Charnwood Crescent St. Kilda Melbourne Victoria 3182. and contactable via email at victoriantheatrecompany@gmail.com

And

Hereinafter referred to as "Client" in which the details for will be provided via <https://www.victoriantheatre.org/contract>

2. Producer and Client may be referred to individually as "Party" or collectively as "Parties."

Definitions

3. "Project" shall be used to refer to the particular project that the Parties will be working on together, specifically the creation of various media creations.
4. "Work" shall be used to refer to the completed work product provided by Producer to Client at the completion of this Project.
5. "Production Services" shall be used to refer to the services provided by Producer for the purpose of achieving Work throughout the Project.
6. "Fees" shall be used to refer to the payment Client will pay to Producer for the Services Provide for the rendering of the Production Services.

Agreement

7. Subject to the terms and conditions set forth in this Agreement, Producer hereby agrees to render the Production Services to Client, beginning on the Commencement



Date, meeting the specified outlines, in accordance with the Project Specifications set forth herein and the Client agrees to pay Producer the Fees set forth herein.

Project Specifications

Distribution

The project will be released on victoriantheatre.org through the relevant branch of the site i.e Replay, Radio, or Podcast.

Replay Cost

If the project is a Replay production being filmed by The Producer, then the Client will confirm their choice via the

<https://www.victoriantheatre.org/contract>

- *Option 1: \$700 paid to The Producer by The Client to cover the cost of filming. The commission percentage of tickets and donations will then be a split of 20% to The Producer and 80% to The Client*
- *Option 2: 0\$ upfront cost. The commission percentage of tickets and donations will then be a split of 40% to The Producer and 60% to The Client. If this option is chosen the client must opt for the 12 month distribution period.*
- *Option 3: If the Client supplies The Producer with a previously completed work then The commission percentage of tickets and donations will then be a split of 30% to The Producer and 70% to The Client.*

Radio Cost

- *If the Client supplies The Producer with a previously completed work then The commission percentage of tickets and donations will then be a split of 30% to The Producer and 70% to The Client.*



Online Ticket Costs

Show	Scripted Reading
<ul style="list-style-type: none">- Single Ticket - \$10- Group Ticket - \$25- Viewer donation	<ul style="list-style-type: none">- Single Ticket - \$10- Group Ticket - \$25- Viewer donation
Replay Original	Radio play
<ul style="list-style-type: none">- Single Ticket - \$10- Group Ticket - \$25- Viewer donation	<ul style="list-style-type: none">- Single Ticket - \$10- Group Ticket - \$25- Viewer donation

Intellectual Property

Footage Rights for Sale

The Producer and Client will maintain the joint rights to the footage for the period for the duration of the contract. This is inclusive of the additional material that may be included with the project. The Producer solely holds the right to the distribution of the project for the period agreed to by The Client confirmed via <https://www.victoriantheatre.org/contract>

- Option 1: 3 Months
- Option 2: 6 Months
- Option 3: 12 Months

After the distribution period has passed, renegotiations can/will occur based on discussions between the two parties. On entering a subsequent agreement, terms will need to be re-negotiated. In addition, contracts for cast/crew and any relevant rights holders will need to be re-issued upon the re-negotiation.

Non-Sale Related Footage Rights

The Client will be provided with a password-protected webpage of their project for industry-related use. It is a violation of the contract to publicly share this webpage. If The Client breaches this term, The Producer holds the right to terminate the contract immediately.



If the Producer has filmed the Project, a copy will be made available to the Client for personal showreels.

Third-Party Intellectual Property Rights

It is The Client's responsibility to deal with all requisite third parties, including, but not limited to, securing the rights to any intellectual property needed to complete production of the project.

Creative Assurance

If The Client has provided The Producer with a previously completed work then, The Client acknowledges that The Producer has to approve this work before any formal agreement is made.

Responsibilities

The Client is not liable for any additional costs incurred in the promotion of the digital season.

The Producer will send out the release form to The Client. It is The Client's responsibility to get the release forms signed by all relevant parties. The Producer will not be held liable for any legal action regarding unsigned release forms.

After the Producer has paid The Client, they (The Client) are solely responsible for the payment of cast, crew, creatives, third party rights holders and any other relevant parties. After the Producer has paid The Client, they (The Producer) will not be held liable for any unpaid royalty fees.

The Producer agrees to keep adequate records of all sales and expenses and make them available to the Client if requested.

General Terms

1. This Agreement shall be governed in all respects by the laws of the state of Victoria and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Victoria. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
2. This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
3. This Agreement may only be amended in writing with the consent of both parties.
4. None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
5. If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
6. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
7. The Producer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
8. The Client is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of

military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

9. If at any time after this Agreement is in place the Client desires to make any changes or variation from the specifications set forth herein, and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

Signed



**Jak Scanlon - Creative Producer
& Head of Video Production,
Victorian Theatre Company
(The Producer)**



**Matthew Connell - Creative Director,
Victorian Theatre Company
(The Producer)**