

The Rights and Royalty Rules One-Sheet

Want to produce a play or musical, or use it in competition or the classroom? We know you want to do the right thing, so here's a single sheet to help you sail smoothly through the process.

Why are royalties important?

Playwrights spend many hours on their art. It is, in fact, their job, and like anyone else with a job, they deserve to be paid for it. This happens through performance royalties and script purchases, and these payments help pay for their housing, food, medical care—the same necessities as anyone else's job. Yes, art has value in itself, but the reality is that you are paying for services the playwright has rendered to you in creating the script.

I want to produce a play or musical:

- a) Order performance royalties. License one performance royalty for every time the show is performed in the presence of an audience outside of the cast and crew, including invited dress rehearsals—regardless of whether admission is charged or whether the performance occurs during the school day.
- b) Obtain scripts—either sufficient printed scripts for the cast and crew, or a photocopy license (if available). No portion of a script may be copied (physically or digitally—and that includes retyping it!) without permission.
- c) If the play is in the public domain (e.g. Shakespeare)—be sure it is—you generally don't need to pay royalties, but that doesn't mean that you can purchase a published edition and copy it physically, digitally or by retyping it.

I want to make changes, cuts or additions to the play or musical:

Unless they are pre-authorized in the script (e.g. via a production note), you must get prior written permission from the author (or publisher/agent) to make cuts, changes or additions in the dialogue (even to eliminate profanity), dramatically significant stage directions (i.e. ones that relate to plot/character), music or lyrics (for musicals), or to do things like change a character's gender. Give yourself time, as authors are not always easily reachable.

Are we allowed to record our production?

When you license a performance, you are licensing live stage rights, not audio/video recording rights, even for archival purposes. Some publishers now sell a limited recording license that may permit anything from a single archival recording to selling a limited number of copies. Check with the publisher.

I want to use a play (or cutting) for speech, forensics or Thespian IE competition:

Many publishers allow for the use of plays/musicals/cuttings of under 10 minutes without royalties (longer performances typically require them), so long as all participants have legally purchased the original scripts. Check the publisher and competition organizer's guidelines.

I want to study a script in class:

Purchase enough scripts or a photocopy license (when available). You cannot make copies (physical, digital or by retyping the play or musical) without specific permission to do so. You may typically use a script for scenework or perform it in class without royalties as long as you purchase sufficient copies. However, if anyone from outside the class attends the performance (e.g. parents, other students), you must pay royalties.

What is Fair Use?

In the United States and a few other countries, Fair Use allows for the use of a limited portion of a copyrighted work, typically for commentary, study and criticism—or parody—without obtaining permission or paying the copyright holder. When in doubt, check with your administration, as whether something qualifies as Fair Use depends largely on the specifics of usage. It's better to be safe than sorry.

OK: Writing a stage parody of a currently popular book (e.g. *Harry Potter*).

Probably OK: Copying short sections of monologues from different plays to compare them in a class lesson.

Not OK: Reading a photocopied first act of a play still under copyright, or performing those monologues from the previous example at a school assembly without permission.

Copyright infringement is serious business and can lead to fines, the shutting down of a production or legal action with six-figure statutory damages. Nobody wants that, and playwrights and publishers are happy to help you do the right thing. More importantly, the next generation of theatre artists is learning from what you do, so please set the right example.