



LOIS BERMAN • Writers' Representative
The Little Theatre Building
240 West 44th Street, New York, N.Y. 10036 • (212) 575-5114

May 25, 1984

Dear Laura:

Thanks for your May 14 letter which reached me on May 21.
I have no problems with the first page - your offer in 3., your explanation in 4.

On the second page, there is no problem about giving your theatre a credit but we cannot stipulate the type size because I think that is up to the producer and the page layout. I have a feeling you were piqued - and rightly so - about no credit at all in the Barbara Rush show, but I suggest you ask for something you're likely to get. I can put in anything you want in quotations for subsequent productions but I can't police the theatres...

A major problem still exists in 6. You may do the things you want to do with your Back Alley production - you can option other kinds of production rights and you can assign those rights as spelled out in 13. What you cannot do is take over agenting the play which is how I understand "the exclusive right to sell, lease, license..." and that simply must be deleted from the contract. It is just not a negotiable point. If I am misunderstanding your language, let me know.

And then there is 10. - you are asking far too much for the possibility of your presenting 12 performances of a play in an Equity waiver house. As I see it, your 12 performances of THIN WALL could bring the author somewhere in the neighborhood of \$600. and for that I think your proposed terms are totally out of line. The whole theory of a theatre's sharing in author's subsidiary rights stems from the Dramatists Guild contract for first class production where substantial sums are expended starting with productions costs and going on to print and television advertising, where a play is exposed to the world through TV as well as through national and international press coverage. No matter how superior the work in your theatre is, I very much doubt you have the kind of money such coverage requires. If you go on to an open end production comparable to an off-Broadway production, that's the time to discuss sharing arrangements. Incidentally I must confess I have never seen a percentage scale like what appears in 4. Just how does that work? And I suggest that before you embrace the Dramatists Guild off-Broadway contract, you examine it very carefully. I was at the Guild meeting when

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that contract was originally brought forth by Edward Albee in the early '70's and I would be willing to bet that there haven't been very many productions presented by experienced producers where that contract has been used.

It is my understanding that when an Equity waiver production is the premiere production of a play, there is a lien on the property which requires the next producer to pay additional salaries to each member of the cast not hired for that second production. It seems to me instead of trying to figure what the author should pay you, you should be figuring how to absorb that potential subsequent cost so that it will not backfire against the author. Of course I understand that if you do the next production under a contract beyond a waiver agreement, there will not be a problem in that connection.

Please give some more thought to the reasonableness of your demands and let me hear from you again.

Sincerely,

Jai's

Ms. Laura Zucker
Back Alley Theatre
15231 Burbank Blvd.
Van Nuys, CA 91411

LB:pc

P.S. I shall be away from my office until June 18 -
I look forward to receiving your reply on my return.