



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

May 8, 1984

Re: THIN WALL - Phoef Sutton

Dear Laura:

Your letter of April 30 with the agreement reached me on May 7 so it was not quite possible for me to be able to call you at the 914 telephone number. Too bad you didn't phone Monday..

I have gone over the agreement and here are my comments:

3. I don't think it is quite reasonable to do eight weeks of performances and pay the author only \$250. At a minimum if you are able to pay an additional \$250. simply because you don't go into rehearsal earlier then by all means pay the writer \$500. - an inadequate amount for those eight weeks of performances in my opinion. If you don't pay a regular royalty, it is unreasonable to expect to share in any subsidiary rights. In any event, it is not customary for a waiver theatre production to share in subsidiary rights. (Please advise how many performances you do weekly.)

4. Please explain "15% of sales attributable to coupon books." What percentage of your sales are generally made by theatre parties, group sales, benefits, credit cards, etc.? \*

6. You have the right to do your own production - we cannot give you the right to sell, lease, license or assign the right to present the play to anyone else. Continuing into that clause, there are no Dramatist Guild Minimum Basic Production Contracts for anything except a first-class production. So that clause really needs some reworking. I find it unclear as to whether you want the right to transfer your production to a larger theatre or just what you have in mind. What is a HAT Equity contract?

7. The author should indemnify, etc. "occasioned by or arising out of any breach of his warranties in the agreement."

\*What are your ticket prices and what is your potential gross?

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Although every reasonable care is taken of material while in our possession we can accept no responsibility for any loss or damage thereto.

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9. In the billing clause it should be clear that no one receives a credit in type larger than that given to the author, except of course the theatre and the title of the play.

15. We will not agree to so broad an assignment clause. We would agree to an assignment clause which would require the written consent of the author and with the theatre agreeing to be jointly liable for the fulfillment of the terms of the final agreement.

The author's address is to be in care of my office and I would like the attached agency clause added to the contract.

I feel certain we will be able to come to an agreement which will be fair and equitable to both sides; I look forward to hearing from you.

Sincerely,

*Joris*

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

LB:pc  
Enclosure