

May 14, 1984

The
**BACK
ALLEY
THEATRE**

15231 Burbank
Boulevard
Van Nuys
California
91411-3590
818 780 2240

Producing Directors

Laura Zucker
Allan Miller

Board of Directors

John Anderson
Robb Axton
Stuart Berton
Michael Bond
Tippy Conrad
William Conrad
Perry Cross

Pam Dixon Mickelson
Lee Ramer
Susan Schwarz
Leonard Stern

Lois Berman
The Little Theatre Building
240 West 44th Street
New York, New York 10036

Dear Lois:

Sorry I missed you in New York. The mail is impossibly slow at times. I saw A WOMAN OF INDEPENDENT MEANS while there and must say the New York critics were right. It was a terrible (and radically different) production than the one out here.

About the agreement on THIN WALL:

The play will be scheduled for four performances a week, although this could increase to five or even six if things go really well. We usually do two plays in rep, with each playing four performances to maximize the use of the theatre. Ticket prices will be \$12 (previews \$8). We have 93 seats. Taking into account discount tickets for seniors and students (\$8) and group rates, etc. the approximate potential gross is about \$3,600-\$4,000/week.

3. We can give Phoef a \$500 advance against royalties (5% of the gross box office receipts) for the initial eight weeks run, as well as subsequent weeks. I realized in looking at it, that this part of the contract was somewhat antiquated.

4. Coupon books are just like subscriptions, with more flexibility. We incur overall expenses to sell these books each year. We deduct 15% from royalty payments on these coupons to partially recoup on these costs. This is a very small figure, as only about 5% of our ticket sales come from coupon books. Right now we do not actualld pay any fees for group sales, theatre parties or benefits; this is all done in-house. About 50% of our ticket sales are done on credit cards. We charge an additional handling fee of \$1 per ticket on these orders because we pay VISA and AMEX 4%. We're simply saying we're not going to pay royalties on these additional \$1 charges.

6. I am concerned that the Back Alley will have invested considerable time, energy and money in helping to develop THIN WALL, only to see it snatched up by another producer, without proper participation or credit given to the Back Alley. we are asking for the right to present, sell, lease, license or assign the play only if we option the play under the conditions of 6(a)(b) or (c) after the end of the run at the Back Alley. I just spoke with Lucy Lee at the Dramatists guild west office, and she advises me that there is a Dramatist Guild Minimum Basic Production contract for Off-Broadway, as well as a first-class contract. Although there is a standard LORT 7 HAT contract, it has not been developed by the Dramatists Guild, so that line should be struck out. HOT stands for Hollywood Area Theatre and covers Los Angeles theatre over 99 seats that are not otherwise covered by LORT contracts. It's an Equity term. The intent of this whole clause is that we do want the option to move the play to a larger theatre.

7. This correction is right. Thanks.

9. The billing is fine. I would like to add a

9a. All subsequent productions of the play shall say on the title page of the playbill, in type not less than 8 pt:

THIN WALL was originally produced by the Back Alley Theatre.

15. Your correction on the assignment clause is fine.

I have enclosed a copy of the contracts with the changes and corrections discussed over, and have included the agency clause. Please let me know if there is anything else which needs resolving.

Sincerely,

Laura Zucker
Producing Director