



**writer policy**

**white paper**

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## **1. WHAT WILL THIS POLICY ADDRESS?**

The views in this policy reflect the overarching ideals of the relationship between Painted Filly Theatre and the writers whose work it stages. Issues of compensation, rights, and expectations will be addressed. It concludes with an agreement enumerating the rights of the writers and the demands upon the company.

## **2. HOW WILL WRITERS BE COMPENSATED?**

Painted Filly Theatre is a profit-sharing company. The structure is as follows:

a) **DEFINITION** / For the purpose of profit-sharing in Painted Filly Theatre, “profit” is defined as the remainder once the cost of putting up a production is repaid. It is possible that no profits will exist under this definition. No payment is guaranteed under this policy.

b) **MANAGEMENT CUT** / The managers of Painted Filly Theatre, currently two in number, shall each receive a 10% share of the profits prior to division. This does not cancel out any entitlement of these individuals to an equal share in remaining profits, if the managers have contributed artistically to a given production.

c) **SIZE OF PIE** / The remainder is then divided among the artists, defined as writers, directors, designers, and actors. Assistants and volunteers are not included at this time in the profit-sharing scheme. The number of shares in profits will be decided before production once all positions are filled. This number will not fluctuate as long as these positions remain filled.

d) **TIME ISN'T MONEY** / An artist who performs multiple artistic roles in a single production will only be compensated once.

e) **THRESHOLD** / If profits are very small, the company would benefit substantially more than the artists from the money. Therefore, a threshold for payout will be set at €10.00 per person (after management cut). Thus, if the profit would result in dividends smaller than €10.00 per person, then the total profit will revert to the company. In such cases no compensation would be given to management either.

f) **CURRENCY** / Painted Filly Theatre operates in Euro. As an international theatre company, however, it is understood that artists who live outside Dublin would prefer payment in local currency. Artists will be paid in the currency of their country of residence. Painted Filly Theatre will absorb the costs of currency conversion and mailing in cases where payment must be sent abroad, and this will not affect the equal share of profits.

### **3. WHO OWNS THE RIGHTS?**

**Painted Filly Theatre regards the protection of commissioned writers as one of its missions. While writers agree to permit their work to be staged with no guaranteed remuneration or royalties (§ writer policy 2), writers will retain all rights to the work following performance, and will always be given full credit in the programme and major promotional material.**

### **4. HOW WILL THE REVISION/WORKSHOP PROCESS BE HANDLED?**

**As theatre is a living medium, there will often be tension between the text and the ability to present it. The exigencies of rehearsal and performance inevitably lead to alterations in stage direction, dialogue, or even character. Painted Filly Theatre undertakes to make such alterations, however, in a nondestructive manner geared solely toward communicating the material to an audience in the most effective way possible. While this framework renders the director paramount as the arbiter of interpretation, it is expected that lines of communication will remain open between writers and directors throughout the process, in order to clarify questions of intent. If any major changes are necessary, Painted Filly Theatre will notify the playwright, but the likelihood of such changes is not great.**

**If a writer wishes to make unsolicited changes to a script after its submission, those changes will be accepted until the play has been cast, after which time the stability of the written material is essential to the actors' process. Accepting such changes will be at the director's discretion once rehearsals have begun.**

**Any concern regarding a writer-director relationship can be brought to the company, which will exclude any involved party from the arbitration, and base its decision on the writer policy.**

**The playwright reserves the right to withdraw the play from performance at any time BEFORE the play is cast. Once the play is cast, the playwright agrees that Painted Filly Theatre is allowed to stage the play. This clause specifically protects the rights of the actors once they have been cast and to allows Painted Filly Theatre to recuperate costs of commissioning, workshopping, casting and advertising the play.**

**5. WHAT DOES PAINTED FILLY THEATRE EXPECT OF PLAYWRIGHTS?**

**Writers are expected:**

- to meet deadlines for submissions and rewrites**
- to state in writing script choices which are nonnegotiable, should the question arise**
- to state in writing script choices open to interpretation, should the question arise**
- to consign authority over choices of interpretation to the director, actors, and designers for the duration of the production**
- to maintain open lines of communication with the company and director**

**Unless they so choose, writers are NOT expected:**

- to make public appearances at staged readings, performances, or fora**
- to attend rehearsals**
- to yield any performance or publication rights to written material beyond the unique presentation of a play**

**6. WHAT CAN PLAYWRIGHTS EXPECT OF PAINTED FILLY THEATRE?**

**Painted Filly Theatre is expected to:**

- give written feedback to all submissions in a timely manner**
- give credit to writers in programmes**
- give credit to writers in main promotional materials (teasers & flyers excepted)**
- mediate or act as agent in all writer's contact with the public in the context of a production**
- arbitrate any artist/writer disputes that may arise**
- share profits according to the scheme above (§ writer policy 2)**

**Painted Filly Theatre is NOT expected to:**

- compensate writers monetarily or pay royalties**
- accept unsolicited changes to a script once it is in rehearsal**

**The company will always act as an intermediary between the audience and the writers, and as a moderator between the artistic staff and the writers. The exposure of the writers' work to public viewing and to criticism will occur naturally in the process of performance; however, any public forum, staged reading, or opportunity for feedback will not expose any writer to unmediated or personal response, unless the writer so chooses.**

## 7. RAMPANT OFFICIALDOM.

Attached to the policy is a document which gives you the choice either to approve the policy and to authorize Painted Filly Theatre to perform your work, or to decline and seek more information. Comments or questions may be written below the signature boxes. Please choose an option, sign both forms, and return the final page to Painted Filly Theatre. You may keep this document if you wish to have some documentation of the company's responsibilities toward you. Without agreed terms, the company will not perform your work.

# writer policy

**rampant officialdom  
(writer copy)**

Painted Filly Theatre approves the writer policy, will uphold the responsibilities it puts upon its members, and will abide by the conditions stated herein as regards compensation, rights, and general expectations.

Jennifer Killelea

(Managing Director)

DATE

**YES**

I accept the policy as stated, and I give Painted Filly full authorization to stage my writing through \_\_/\_\_/\_\_ inclusive, after which all rights will revert to me.

**NO**

I have concerns about the contents of the policy and would like to discuss it more.

X

DATE

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