

2020 Consequences Playwriting Call for Submissions

Harlem9, Harlem Stage, and the Lucille Lortel Theatre Foundation are dedicated to developing new works by BIPOC voices and providing continued opportunities during the COVID-19 shutdown of theatres by collaborating to launch a playwriting program.

CALL FOR SUBMISSIONS TERMS AND CONDITIONS

Please read these Submission Terms and Conditions (“Terms”) before submitting to our Call for Submissions (“Program”), which is sponsored by Harlem9, Harlem Stage, and the Lucille Lortel Theatre Foundation (collectively, “Sponsors”). By submitting a Submission (defined below) to the Program, you agree to these Terms.

WHO IS ELIGIBLE

The Program is open only to individuals (“You” or Participant”) who at the time and date of their Submission:

- (i) identify as Black or African American; Black or African American individuals who identify as female, LGBTQ, and trans artists are also highly encouraged to submit;
- (ii) are legal residents and physically located in one (1) of the fifty (50) states of the United States or the District of Columbia; and
- (iii) are at least eighteen (18) years of age (or, if older, the age of majority in the individual’s state of residence).

SUBMISSION PERIOD

The submission period begins on December 15, 2020 at 12:01 AM Eastern Standard Time (“EST”) and ends on January 11, 2021 at 11:59 PM EST (“Submission Period”). All Submissions must be received by Sponsors through the Program Portal (defined below) during the Submission Period in order to be considered by Sponsors.

HOW TO SUBMIT

You must submit through the Program’s official web portal, available at <https://www.harlem9.org>, <https://www.harlemstage.org>, and <https://www.lortel.org/consequences> (“Program Portal”):

- (i) an original one-act play on the topic of how the election impacts you, your community, and your country (“Play”);
- (ii) a completed submission form, available at the Program Portal;
- (iii) a statement confirming you identify as Black or African American;
- (iv) three (3) references (to whom Sponsors may reach out);
- (v) a resume and bio; and
- (vi) a history of previous productions of your work, if any (collectively, “Supplemental Materials”). Note: Participants are not required to have been produced previously and lack of production history will not impact whether your Submission is chosen by Sponsors.

“Submission” means collectively your Play and Supplemental Materials. Each Participant may submit only one Submission during the Submission Period.

All Submissions and participation in the Program must comply with these Terms. Sponsors may disqualify any incomplete or illegible Submission and are not responsible for inaccurate information or lost or late Submissions. All Submissions become the exclusive property of Sponsors and Sponsors are not obligated to acknowledge or return Submissions.

Your Play must:

- (i) be written solely by you;
- (ii) be written in the English language;
- (iii) take approximately fifteen (15) minutes to perform;
- (iv) be in Microsoft Word or Adobe PDF format and include your name and address;
and
- (v) not contain any material that Sponsors, in their sole discretion, deem inappropriate for a public performance or publication.

As a Participant, you agree not to submit any Submission that:

- (i) infringes, encourages or depicts infringement of another party's rights, including any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (ii) may reasonably be considered to (or encourage another to): (a) be abusive, defamatory, libelous, indecent, hateful, racially or religiously biased or offensive, slanderous, or sexually explicit; (b) break any local, state, national or international law, statute, ordinance or regulation; or (c) undertake conduct that constitutes a criminal offense or to result in civil liability;
- (iii) contains advertising or promotes, a product, service or other commercial activity, including any “junk mail” “chain letter” or “spam” or any other similar solicitation;
- (iv) demonstrates or encourages the misuse of a product or a hazardous situation;
and
- (v) contains any code or other element that might harm, interfere with or impact the operation any software, computer, hardware, or other device.

If you submit a Submission that Sponsors believe violate these Terms, then we reserve the right, in our sole discretion, to take any legally available action at any time for any reason without notice that we deem appropriate, including not posting, editing, and taking down your Submission. However, we are not obligated to take any action not required by law. We are not responsible or liable for the conduct or content of any Participant.

By making a Submission, Participant represents, warrants, and covenants that:

- (i) except for elements in the public domain, the Play is wholly original and your sole creation or Participant maintains all the necessary rights, licenses, clearances,

permissions and consents needed from third parties to exploit the Submission and grant all rights granted to Sponsors;

(ii) you own the copyright in your Submission;

(iii) the Submission has not previously: (a) been entered into any competition, call for submissions, contest or similar program; (b) been published or publicly performed; or (c) won any award;

(iv) your Submission is not the subject of any threatened or pending claim, dispute, or litigation which might adversely affect, prejudice, or diminish the rights granted to Sponsors;

(v) the Submission is not a copy or imitation of other material and does not infringe, violate or misappropriate any intellectual property rights, rights of publicity or privacy, or other rights or defame any person;

(vi) no performing rights societies or collective bargaining organizations, unions or guilds has jurisdiction over the Submission;

(vii) Participant has the right to agree to and fully perform these Terms; and

(viii) Participant is at least eighteen (18) and the age of majority in his or her state of residence.

Participant will indemnify and hold Sponsors and its affiliates and each of their respective successors, assigns and licensees, harmless from any liability, harm, loss, cost, and expense (including reasonable attorneys' fees and court costs) incurred by any Sponsor arising from: (i) Participant's breach of these Terms; or (ii) any third-party claims relating to Participant's breach of any representation, warranty or covenant in these Terms.

The Program Portal will display FAQs and sample pages from a script to show proper formatting for a play as well as other guidelines for completing a Submission. If you have other questions, please contact Sponsors at info@harlem9.org.

IDEA SUBMISSION WAIVER

Participant acknowledges that Sponsors' consideration of the Submission is not an admission by Sponsors of the novelty, propriety, originality or value of the Submission. Sponsors find that many pitches, ideas and submissions are already in the public domain or are identical or substantially similar to content developed or in development by Sponsors' own employees or other third parties; or for other reasons are not novel or unique. Participant acknowledges that your Submission may be identical or substantially similar to ideas, concepts, and materials that are already in development or, in the past, were developed by Sponsors' employees, contractors or submitted to Sponsors by others or already developed by third parties. Likewise, in the future, Sponsors may, without any reference to your Submission, develop or receive from other individual's ideas, concepts, and materials that are identical or substantially similar to your Submission. Sponsors' actions related to a Submission (e.g., discussions of the Submission) does not create explicit or implied admissions that the Submission is proprietary, novel, original, or unique; obligate Sponsors to pay Participant any money; or impair Sponsors' right to contest existing or future intellectual property rights relating to the Submission. Participant acknowledges and agrees that it will not be entitled to any compensation as a result of Sponsors' use of any such similar or

identical material that has or may come to Sponsors from other sources or is independently developed by or on behalf of Sponsors.

Participant acknowledges and agrees:

- (i) the relationship between Participant and Sponsors is not a confidential, fiduciary, or other special relationship, and Participant's decision to submit a Submission does not place Sponsors in a position different from the position held by members of the general public and no such relationships are established between Sponsors and Participant by reason of these Terms or by reason of Participant's submission of the Submission to Sponsor, or Sponsors' review or other use, of the Submission;
- (ii) Sponsors are free to accept or reject a Submission in the exercise of their sole discretion;
- (iii) Sponsors are under no obligation to Participant whatsoever to, develop, produce, acquire, release or otherwise use any of the Submission;
- (iv) Sponsor does not undertake and is not expected to consider the Submission in confidence, and Sponsors have Participant's full authority to disclose the Submission to various employees and those outside of Sponsors' employ, including employees and representatives of its investors;
- (v) Sponsors do not now, nor will they in the future, have any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of Participant's patent, copyright, or other proprietary rights in the Submission or any related materials;
- (vi) with respect to any claim by Participant relating to actual or alleged exploitation or use of any Submission by Sponsors (or its affiliated entities or agents, representatives, or licensees), the damage, if any, thereby caused to Participant will not be irreparable or otherwise sufficient to entitle Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sponsors' productions, and Participant's right and remedy in any such event are strictly limited to the right to recover damages, if any, in an action at law.

Neither Sponsors' consideration of any Submission, nor any subsequent negotiations between the parties regarding the Submission, may be deemed an admission by Sponsors of the novelty of any ideas contained therein, or of the priority of a Submission over other submissions, or the originality of a Submission. Sponsors are under no obligation of any kind to Participant unless obligations are expressly undertaken by Sponsors in to a written agreement signed by Participant and Sponsors. Without limiting the generality of the preceding sentence, no agreement to pay any compensation may be implied from Sponsors' consideration of the Submission of Sponsors failure to respond after receiving the Submission.

In addition to the Submission, these Terms apply equally to any other material, idea, concept or other property (in any form whatsoever) that Participant may submit to Sponsors on or after Participant's agreement to these Terms, unless the parties agree to the contrary in a new agreement signed by Participant and Sponsors.

REVIEW AND SELECTION OF SUBMISSIONS

Sponsors will review all Submissions submitted with the potential for the submitter to have their Play developed into an actual production produced by Sponsors. If Sponsors review and like your Submission, you may receive a request for an interview (via Zoom) to find out more information about you and your Play. If Sponsors decide, in their sole and absolute discretion, to make your Play into a production after your interview, Sponsors will award you a commission fee in an amount of \$2,000 (the "Fee"). If you are not willing to grant Sponsors the rights in the "Grant of Rights" section below in exchange for the Fee, please do not submit your Submission in connection with this Program. If Sponsors like any Submission,

Sponsors may additionally award a set budget for expenses to produce/perform your Play as mutually agreed to by the parties. If selected for development, Participant must agree to meet via Zoom with a Harlem9 producer to develop their Play and otherwise participate in the development to receive the Fee. Sponsors will be solely responsible for casting the Play and recording the performance of the Play. If selected, Participant agrees to participate in these activities and other activities and events required by Sponsor. Sponsors may, but are not obligated to, provide feedback to Participants concerning their Plays.

ANNOUNCEMENTS / DOCUMENTATION

Sponsors anticipate that if any Submissions are selected for ultimate production and development, individuals who submitted such Submissions will be announced on or about January 20, 2021.

Any Participant selected to have their Submission produced (if any) will be required to complete, sign, and return to Sponsors within the time frame specified by Sponsors upon notification additional documentation required by Sponsors, which may include releases and grants of rights ("Additional Documentation"). If a notification is returned as undeliverable or a Participant fails to comply (or delays in complying) with any of these conditions or the Terms as required by Sponsors, Sponsors may disqualify Participant.

GRANT OF RIGHTS

If selected by Sponsors for development and production, without further consideration other than the Fee (specified above), Participant grants Sponsors a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicenseable right and license to:

- (i) reproduce, distribute, create derivative works of, publicly display and perform Participant's Play (including as it may be revised as part of the Program), in whole or in part, in any medium now known or later developed, including: (a) on Sponsors' web site and social media accounts; (b) on YouTube and other online distribution channels; (c) in rehearsals and public readings; (d) on network, cable, public, and other television and related media; (e) in publications; and (f) in promoting the Program (this year and in subsequent years) and generally in furtherance of Sponsors' missions;
- (ii) to make an audio-visual recording of a performance of the Play (including in the form as it may be revised as part of the Program);
- (iii) to the extent permitted by law, to use your name, voice, likeness, and biography in all media now known or later developed: (a) in connection with exercise of Sponsors' rights granted in these Terms; (b) for publicity concerning the Program (this year and in subsequent years); and (c) generally in furtherance of Sponsors' missions; and
- (iv) to exercise such other rights and options as you may agree with Sponsors in writing.

Participant acknowledges that these Terms and the rights granted hereunder may be assigned or licensed by Sponsors and such assignment or license is binding upon Participant and Participant's successors and/or assigns.

RELEASE

By participating in the Program, each Participant hereby irrevocably (on behalf of Participant and Participant's heirs, executors, and administrators), releases Sponsors from any claim of any nature, known or unknown, of any kind arising out of the Program and any Program-related activity and

expressively waives all rights and benefits under California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver; Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

As a condition of submitting to the Program, each Participant gives consent for Sponsors to obtain and deliver Participant's name, address and other information to third parties for the purpose of administering this Program and to comply with applicable laws, regulations and rules. Any information Participant provides to Sponsors may be used to communicate with Participant in relation to this Program and in connection with public announcements related to the Program.

LIMITATION OF LIABILITY

BY MAKING A SUBMISSION, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW:

(i) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION;

(ii) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE;

(iii) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00) OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND

(iv) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

COMPLIANCE WITH LAW; UPDATED TERMS

You agree to comply with all applicable laws, rules and regulations in connection with your Submission and the Program and you agree to abide by these Terms. Sponsors reserve the right to modify these Terms at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of Updated Terms by posting them on the Program Portal so that they are accessible via a link on the Program Portal, and that your use of the Program Portal after we post the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time that Sponsors post them on the home page of the Program Portal, or such later date as may be specified in them.

GOVERNING LAW AND DISPUTES

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Participants and the Sponsors in connection with the Program will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflict of law rules that would cause the application of any other laws.

Participant and Sponsors agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York, NY and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Program shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. If JAMS is unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, it will take place in New York, NY. The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in New York, NY. Sponsors agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

GENERAL

The decisions of the Sponsors concerning selection of any Play as well as all other matters relating to this Program are final and binding (including whether a Participant is eligible, the Submission meets requirements, and the Terms have been complied with). These Terms are the complete agreement between you and the Sponsors with respect to its subject matter and supersede all oral or written prior or contemporaneous agreements; all Additional Documentation will supplement these Terms. Sponsors reserve the right, in their sole discretion, to modify (including dates and timeframes), suspend, or cancel the Program or any award and activities. The term "including" in the Terms is illustrative and means "including, but not limited to." If any provision of these Terms is for any reason deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be deemed severable from these Terms, and the remaining Terms will be considered enforceable in full force and effect. To the extent permitted by applicable law, you hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. To the extent there is a conflict between these Terms and the Sponsors Terms of Use or Privacy Policy, the express terms of these Terms apply.

SPONSORS

Harlem9, 1855 Adam Clayton Powell Blvd, #1C, New York, NY 10026

Harlem Stage, 150 Convent Avenue, New York, NY, 10031

Lucille Lortel Theatre Foundation, Inc., 322 8th Avenue, 21st Floor, New York, NY 10001