

OFF THE WALL PLAYS

Online Play Publishers and Distributors

CONTRACT AND TERMS OF USE FOR OFF THE WALL PLAYS

The Company: OFF THE WALL PLAYS of 65 Risana Avenue, Risana, Johannesburg, South Africa provides The Services upon the following terms and conditions:

DEFINITIONS:

- 1.1 Company: means Off The Wall Plays, trading as the Site.
- 1.2 Playwright: means the person or persons submitting any scripts for publication on the site.
- 1.3 Site: means the website known as Off The Wall Plays, located at <http://offthewallplays.com>
- 1.4 Script: means the script submitted by the Playwright, for publication on the site.
- 1.5 Services: the maintenance and publication in electronic format of a library of scripts for downloading by Site users to be produced and performed before live audiences.
- 1.6 Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill, or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case, whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now, or in the future, in any part of the world.

THE SERVICES

2. The Company shall publish the Script on the site as available to download for sale in electronic format. The Company shall make a sample of the script available for free download prior to the sale. This sample shall not be greater than fifty percent of the content of the script and may be taken from any of the pages in the script submitted by the author.
3. The Company shall pay Royalties of fifty percent of the selling price of the play to the author of the play for each individual sale of the script. The Company shall pay the Playwright eighty percent of the total licence fee should the Script be licensed for production and The Company has itself received the full sum of the fee.
4. The Company shall copyright the play under the trade name "Off The Wall Plays" and the author's name.
5. The Company reserves the right to refuse or withdraw publication of the Script for

- any reason whatsoever, and without prior notice.
6. The Company reserves the right to veto any proposed change(s) to the content of the Script (s) for any reason whatsoever.
 7. The Company reserves the right to delete without notice any unauthorised change(s) made to the Script(s) by the Playwright.
 8. The Company shall not be liable in any dispute arising between the Playwright and any user of the Site.

PLAYWRIGHTS WARRANTIES AND OBLIGATIONS

9. The Playwright warrants that, at the date of this agreement,
 - 9.1 The Script is his or her original work, and had not been copied wholly, or substantially from any other source, and that the publication by the Company of the Script will not infringe the rights of any third party.
 - 9.2 The Registered IPR's have been maintained and are in force, and all renewal fees have been paid.
 - 9.3 The Playwright has not licensed or assigned any rights in the Script to any third party, in any part of the world, and
 - 9.4 The Script does not infringe the statutory or any common law rights of any third party.
10. The Playwright grants the Company the rights of distribution to any digital electronic copies of the Script offered for sale whilst the Script remains on the Site
11. The Playwright agrees and indemnifies the Company from any liability whatsoever for any breach of the Playwright's Intellectual Property Rights arising from the Playwright's use of the Site.
12. Prior to publication, the Playwright agrees to notify the Company in full against any legal proceedings instituted against the Company whatsoever and howsoever arising.
13. The Script agrees to be solely responsible for all publicity and promotion of the Script and recognizes that the Company is not responsible for any publicity and marketing and does not guarantee any sales or usage as a result of publication.
14. The Playwright agrees to bear sole responsibility for any legal claims arising from the publication of the Script and agrees to indemnify the Company for any expenses or damages it may incur as a result of legal action taken against the Company.
15. Unless altered by prior agreement, the Playwright agrees to provide all materials for publication in a digital, electronically stored format such as PDF or MS word or text file.

GOVERNING LAW AND JURISDICTION

16. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
 1. The Playwright and the Company irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Republic of South Africa over any claim or matter arising under or in connection with these Terms of Use.

I _____, agree that the Company shall be the sole publisher of all original works that have been submitted to the Company by, or on behalf of myself, the Author.

Signed _____ on this _____ day of _____ year

Full Name of Parent or Legal Guardian:

Signature of Parent or Legal Guardian (if Author is under eighteen years of age)

Witness (full name):

Signature of Witness:
