

High School Theatre Copyright Compliance

Introduction: When producing plays, musicals, or any theatrical performances at a high school level, it is crucial to understand and adhere to copyright laws. Copyright compliance protects the creators of the content and ensures schools can legally perform these works. This guidance provides a framework to help schools navigate copyright requirements for high school theatre productions.

1. Understand the Basics of Copyright

- **Copyright Definition:** Copyright is a legal protection given to the creators of original works, including scripts, music, and lyrics. It grants the creator exclusive rights to reproduce, distribute, perform, and display the work.
- **What is Protected:** Any original dramatic works (scripts, musical compositions, choreography, etc.) are protected by copyright law. This includes contemporary plays, classical works still under copyright, and any adaptations or translations.
- **Copyright Duration:** Typically, copyright lasts for the life of the author plus 70 years. Works created before 1923 are generally in the public domain, but this should always be verified.

2. Securing Performance Rights

- **Obtaining Permissions:** Before producing a play or musical, you must secure performance rights. These can usually be obtained from licensing companies such as:
 - Samuel French/Concord Theatricals
 - Music Theatre International (MTI)
 - Dramatists Play Service
 - Broadway Licensing
- **Types of Licenses:**
 - **Performance License:** Required for staging the work publicly, including for school or community audiences.
 - **Recording License:** Needed if you plan to record or stream the performance, even if only for archival purposes.
- **License Terms:** Licenses often specify the number of performances, venue size, audience type (school, public, etc.), and whether video recording is permitted.

3. Adapting or Altering Works

- **No Unauthorized Changes:** Any alterations to the script, lyrics, or music (including gender swaps, changing lines, or adding/deleting characters) typically require explicit permission from the copyright holder.
- **Translations and Adaptations:** If you wish to translate a play into another language or adapt a work for a different format (e.g., stage to film), this also requires additional permission.

4. Avoiding Copyright Infringement

- **Unauthorized Performances:** Performing a play or musical without securing rights, even for a one-time school performance, constitutes copyright infringement. This can result in legal penalties for the school or district.
- **Public Domain Works:** While works in the public domain are free to use, you should verify the status of the work, as some adaptations of older works may still be under copyright.
- **Fair Use Does Not Apply:** Fair use does not generally cover performances, even in an educational context. Public performances are treated differently from classroom use of excerpts for educational purposes.

5. Music and Sound Design

- **Musical Scores:** If a production involves a musical, ensure that both the script and the musical score are licensed. The rights to perform music are often separate from the rights to perform the script.
- **Pre-recorded Music:** Using popular songs or existing sound recordings in a production also requires permission from the copyright holder, often through a separate licensing agreement for the specific music.
- **Original Works:** For original music or choreography created for the production, ensure that any contracts or agreements with composers or choreographers outline the ownership and usage rights clearly.

6. Copyright for Promotional Material

- **Poster and Program Design:** When designing posters, programs, or any promotional material, ensure that any images, logos, or artwork used are either licensed for use or fall under public domain or appropriate Creative Commons licenses.
- **Social media and Websites:** Be cautious when posting clips or photos of performances on social media or websites. Ensure that any video or audio used complies with the licensing agreement, particularly regarding online distribution.

7. Consequences of Non-Compliance

- **Fines and Penalties:** Schools found in violation of copyright laws can face fines, legal action, and damages. It is always more cost-effective to secure rights than to deal with potential lawsuits.
- **Reputation:** Non-compliance can damage the school's reputation and affect future access to performance rights.

8. Practical Steps for Schools

- **Designate a Copyright Coordinator:** Have a faculty member responsible for managing all copyright-related issues for the school's productions.

- **Budget for Licensing Fees:** Ensure that the production budget includes the necessary fees for securing performance and other related licenses.
- **Maintain Clear Records:** Keep copies of all licensing agreements and permissions in case of audit or future reference.
- **Consult Licensing Bodies:** If in doubt about what rights you need, consult the licensing company or a legal professional for guidance.

Conclusion: Copyright compliance is an essential part of high school theatre productions. Following these guidelines will help ensure that your school's performances are legally protected, avoiding potential issues while supporting the artists and creators of the works you bring to life on stage.

Use of a Dramatic Monologue from a Full-Length Play or Musical

Introduction: Dramatic monologues are commonly used in high school performances, auditions, and competitions. However, using a monologue from a full-length play or musical requires an understanding of copyright laws to ensure proper compliance. This guidance outlines how to legally select, use, and perform monologues from copyrighted works.

1. Copyright Basics for Dramatic Monologues

- **What is Protected:** Any monologue that is part of a full-length play or musical is protected under copyright law, just like the rest of the play. This means that even a short excerpt—such as a single monologue—requires permission for public performance unless the work is in the public domain.
- **Public Domain:** Monologues from plays written before 1923 may fall within the public domain, but adaptations or modern translations may still be copyrighted. Always verify the copyright status of a specific version or adaptation.

2. When Do You Need Permission?

- **Public Performances:** Anytime a monologue from a play or musical is performed publicly, whether in a school performance, competition, or community event, permission is generally required unless the performance falls under a license already granted (e.g., if the full play is licensed for performance by the school).
- **Private Use:** If a monologue is performed privately (e.g., for classroom analysis or individual coaching), it may not require permission under “fair use” for educational purposes. However, as soon as it becomes part of a public or recorded performance, a license is typically required.

3. Obtaining Permission

- **Check Existing Licenses:** If the school or organization has already purchased performance rights for the entire play, confirm if the rights cover excerpts for other performances (e.g., auditions, showcases). Some licensing agreements include allowances for this, but others may not.
- **Contact Licensing Agencies:** For works that are not already licensed for performance, you can contact licensing agencies such as:
 - Dramatists Play Service
 - Samuel French/Concord Theatricals
 - Music Theatre International (MTI)
 - Broadway Licensing
- **Monologue Licensing Options:**
 - **Single Monologue Licensing:** Some agencies may offer a license specifically for the use of a monologue from a play, particularly for auditions or educational use.

- **Audition Packages:** Some agencies offer audition or excerpt packages, which allow for a specific number of excerpts to be used for non-commercial purposes like auditions or competitions.

4. Competitions and Festivals

- **Speech and Drama Competitions:** If a monologue is used for a speech or drama competition, it is essential to ensure that the competition itself has guidelines around copyright compliance. Some competitions, such as those run by NFHS (National Federation of State High School Associations) or similar organizations, may have blanket licenses or specific agreements that allow for the performance of excerpts.
- **Festival and Showcase Use:** For larger events like theatre festivals or school showcases, make sure that any monologues from full-length works are properly licensed, especially if the performance is being recorded or broadcast.

5. Recording and Distribution

- **Recording Permissions:** If you plan to record the performance of a monologue and distribute or post it online (e.g., on a school website, social media, or YouTube), you must have explicit permission. Even if the monologue is a short excerpt, it is still subject to copyright law, and some licensing agreements restrict or prohibit recording.
- **Streaming and Broadcasting:** Similarly, if the monologue is part of a virtual performance, live stream, or broadcast (e.g., for a digital showcase), you must secure the appropriate licenses for streaming or online distribution.

6. Monologues from Musicals

- **Lyrics and Music:** If the monologue includes any portion of a song or lyrics from a musical, you may need separate permission to use the music or lyrics, in addition to the permission required for the dialogue.
- **Music-Only Licensing:** For performances that involve singing a monologue (or any musical excerpt), be aware that licensing for music is often handled separately from the dialogue in musicals. Contact the appropriate music licensing body (e.g., ASCAP, BMI) to secure necessary rights if music is involved.

7. Modifying the Monologue

- **No Unauthorized Changes:** Modifying or adapting the monologue—such as altering lines, changing the character’s gender, or re-arranging the order—without permission is not allowed. If modifications are desired, seek approval from the copyright holder.
- **Shortening the Monologue:** Shortening or cutting sections of the monologue to fit time constraints (e.g., for a competition) may be permitted, but always check the licensing terms to be sure.

8. Public Domain Monologues

- **Verification of Status:** If you wish to use a monologue from a work you believe is in the public domain, take steps to verify that the specific edition or version of the play is indeed free of copyright. For example, many of Shakespeare's works are in the public domain, but certain modern adaptations, translations, or annotated versions are not.
- **No License Needed:** For public domain works, no licensing or permission is required, though it is always advisable to double-check the status of the specific text.

Conclusion: Using a dramatic monologue from a full-length play or musical involves important copyright considerations. Always ensure that you have the appropriate permissions for public performances, recordings, and streaming to avoid copyright infringement. By adhering to these guidelines, schools can legally showcase student talent while respecting the intellectual property rights of the creators.

Working with Theatre Publishers to Gain Proper Permissions and Managing Challenges in the Process

Introduction: When planning a theatrical production, obtaining proper permissions from publishers and rights holders is a critical step in ensuring legal compliance and respect for copyright. This guide provides schools and theatre programs with best practices for working with theatre publishers to secure performance rights, as well as strategies for addressing challenges that may arise in the process.

1. Identify the Rights Holder

- **Publisher or Rights Agency:** The first step in obtaining permission is to determine who controls the rights to the play or musical. This could be a major licensing agency such as:
 - Samuel French/Concord Theatricals
 - Dramatists Play Service
 - Music Theatre International (MTI)
 - Broadway Licensing
- **Author/Composer Directly:** For unpublished or new works, the rights may still be controlled directly by the playwright, composer, or their estate. In these cases, you may need to contact the individual directly or through an agent.

2. Clarify What Permissions You Need

- **Performance Rights:** The most common license needed for schools is for live performances. This grants the right to perform the play for a specific number of performances, typically in a specific location and for a defined audience size.
- **Additional Rights:**
 - **Recording/Streaming Rights:** If you plan to record or stream the performance, you will need separate permission. Many publishers offer streaming rights due to the rise of virtual performances.
 - **Cuttings or Excerpts:** If you intend to use only part of a work (e.g., for a showcase, competition, or classroom performance), inquire about the availability of rights for monologues or excerpts.
 - **Translations or Adaptations:** If the production involves translating the work into another language or adapting it in any way (e.g., changing gender roles, modernizing the setting), you must secure additional rights for these changes.

3. Requesting Permissions: Best Practices

- **Contact Early:** Start the process as early as possible. Popular shows may have limited availability due to previous commitments, and securing rights can take weeks or even months.
- **Provide Detailed Information:** When making a request, include:
 - The title of the play or musical

- The intended performance dates
- The number of performances and audience size
- The venue location (including whether the production is in-person or virtual)
- Whether you need additional rights (e.g., recording, streaming, etc.)
- **Follow Publisher Guidelines:** Most publishers have online forms or specific submission guidelines for requesting performance rights. Be sure to follow their procedures carefully to avoid delays.
- **Payment:** Be prepared to pay a licensing fee, which varies based on factors like the popularity of the work, the venue size, and the number of performances. The fee structure is typically non-negotiable, and payment is often required before the license is granted.

4. Communicating with Publishers

- **Be Professional:** When corresponding with publishers or rights agencies, maintain a professional tone, providing all necessary information clearly and concisely.
- **Prompt Responses:** Respond promptly to any requests for additional information or clarification. Delays on your end can slow down the process and risk missing key deadlines.
- **Negotiate Within Limits:** If your production has special requirements (e.g., budget constraints, need for extended performance dates, or particular permissions), ask if the publisher can accommodate, but understand that not all requests will be granted.
- **Use Email for Records:** Keep records of all communications with the publisher, especially regarding permissions, fees, and any specific terms attached to your license.

5. What to Do if Struggles Arise in Obtaining Permissions

- **Limited Availability:** Some plays or musicals may be restricted or unavailable for certain regions, time periods, or types of performance. If a show is restricted, consider the following options:
 - **Choose Another Work:** If the desired play is unavailable, research alternative works that are available. Publishers often have extensive catalogs of similar shows.
 - **Wait for Availability:** In some cases, restrictions are temporary (e.g., due to a professional production happening nearby). If you have flexibility, consider adjusting your performance dates or season schedule.
- **Delayed Responses from the Publisher:** If a publisher is slow to respond:
 - **Follow Up Politely:** Send a polite follow-up email if you haven't received a response within the expected time frame. Publishers may be managing multiple requests, so patience is important, but timely communication is also key.
 - **Escalate If Necessary:** If you've waited a significant period without any response, consider reaching out via phone or to another contact at the agency. Larger agencies often have customer service teams that can assist.

- **Permission Denied or Strict Conditions Imposed:**
 - **Understand the Reason:** If permission is denied or conditions are imposed that make the production difficult (e.g., restrictions on recording or streaming), ask for clarification on the reasoning. In some cases, these restrictions are due to legal or contractual obligations, so they may not be negotiable.
 - **Explore Alternative Solutions:** If a specific term of the license is problematic, you can discuss alternative solutions with the publisher, such as modifying the number of performances, changing the venue, or agreeing to additional fees for certain permissions (like recording rights).
- **Budget Constraints:** If the licensing fees exceed your budget:
 - **Negotiate Licensing Costs (with Caution):** Some publishers may offer discounts or special rates for schools or non-profit organizations. You can inquire, but be prepared to accept the standard fee structure if a discount is not available.
 - **Consider Fundraising or Sponsorships:** If licensing costs are a barrier, explore fundraising efforts, grants, or sponsorships to cover the costs. Many community and arts organizations offer support for school theatre programs.
 - **Switch to Public Domain Works:** If budget limitations are insurmountable, consider performing works in the public domain, which do not require licensing fees.

6. Alternative Resources and Support

- **Professional Support:** If your efforts to secure rights are met with significant challenges, consider seeking advice from legal professionals or arts consultants who specialize in theatre copyright issues.
- **Partnering with Other Schools:** In some cases, schools can collaborate or share resources when it comes to securing rights for a large production, particularly for events like regional or statewide competitions.

7. Maintain Licensing Compliance

- **Adhere to the License Terms:** Once you've obtained a license, it's crucial to follow the specific terms outlined in the agreement. This includes the number of performances, recording restrictions, ticket prices, and any additional conditions set by the publisher.
- **Keep Records:** Retain copies of your license and all correspondence for your records. This documentation will be helpful in case of any future questions or audits regarding your compliance with the license.