

SFWA Contracts Committee Note: The sections of the contract that apply if the actor being hired is a member of the Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA) would not apply if the actor being hired was not a member of SAG-AFTRA, and are highlighted below.

AUDIOBOOK NARRATION AND RECORDING AGREEMENT

THIS AUDIOBOOK NARRATION AND RECORDING AGREEMENT (this “Agreement”) is made as of June 1, 2014 (the “Effective Date”), by and between AUTHOR NAME HERE, AUTHOR ADDRESS HERE (the “Author”, “I”, or “me”), and NARRATOR NAME HERE, NARRATOR ADDRESS HERE (the “Narrator” or “you”).

1. SERVICES

You agree to personally provide narration and recording services (the “Services”) as an independent contractor, and to deliver finished master recordings of the audiobook (the “Audiobook”) described on the exhibit attached hereto and made a part hereof as Exhibit A, and to provide the Services and deliver the Audiobook to the Author in Installments (as defined herein) in accordance with the specifications and production schedule set forth on Exhibit A.

2. TERM

This Agreement shall commence on the Effective Date and expire on the earlier of: (i) completion of the Audiobook; or (ii) December 31, 2016, unless extended by mutual agreement of the parties (the “Term”). The Audiobook shall be deemed complete when all of the Installments have been delivered to and accepted by the Author. Author may terminate this Agreement at any time with or without cause subject to the Author’s obligation to pay you accrued but unpaid compensation payable under Section 3 below.

3. COMPENSATION

In consideration of your Services, and the rights herein granted, the Author agrees to pay you:

- (a) (i) One Hundred Thirty Dollars (\$130) for each finished hour of recording delivered to Author in accordance with the specifications set forth on Exhibit A (each an “Installment”) payable within fifteen (15) days after Author’s acceptance of the applicable Installment(s).
- (ii) An additional fee of Eighty Dollars (\$80) per Installment after you deliver the final Installment of the Audiobook, if and when Author authorizes its commercial release for sale by a third-party distributor (“Distributor”). The parties agree that the Author’s sale of copies of the Audiobook via the Author’s website (or otherwise) and/or or making the Audiobook available for free download via third-party websites such as podiobooks.com and/or as a premium on crowd-funding platforms such as Kickstarter or Patreon shall not be considered commercial release for sale by a Distributor, even if such websites permit voluntary payments or donations to be made to the Author.

(iii) *In addition to the sums payable directly to you pursuant to subparts 3(a)(i) and (ii) above, the Author shall contribute an amount equal to 12.5% of such sums to the AFTRA Health and Retirement Funds on your behalf, within thirty (30) days following the end of the month in which such fees are earned by you. Payment of such contributions will be made directly to the AFTRA Health and Retirement Funds, SAG-AFTRA, Washington-Mid Atlantic Local, 7735 Old Georgetown Road, Suite 950, Bethesda, Maryland 20814 (Attention: Ms. Jane Love).*

(b) You agree that the payments due to you pursuant to Section 3(a)(i) and the possibility of additional payment pursuant to subparagraph 3(a)(ii), constitute full and complete compensation for all Services rendered and rights granted by you hereunder, and shall constitute a complete buy-out of all rights in and to the Audiobook and your narration performances embodied therein, and no further sums shall be payable to you by reason of the exploitation of the Audiobook in whole or in part, in any and all media now or hereafter known.

4. CREDIT

You shall receive name credit in connection with the Audiobook, as follows: “Narrated by NARRATOR NAME.” The credit shall be spoken by you in the opening credits on the first Installment. Placement and positioning of such credit in any packaging or promotional materials associated with the Audiobook shall be discretionary with the Author or the applicable licensees. No casual or inadvertent failure by Author or its licensees to provide such credit shall be deemed a breach of this Agreement.

5. COPYRIGHT ASSIGNMENTS; PUBLICITY RIGHTS

All rights in and to the Audiobook (including, without limitation, the copyright in all Installments of the Audiobook), shall be owned by the Author. You agree that the Author shall own all right, title and interest, including copyright and all rights under copyright, in and to the results and proceeds of your Services, including the sound recordings of your narration of the Book, (the “Work Product”). You agree that the Work Product shall be deemed a work-made-for-hire for the Author under U.S. copyright law; provided, if the Work Product is deemed for any reason not to be a work-made-for-hire, you hereby assign all of your right, title and interest in and to the copyright in such Work Product to Author. You waive all so-called “moral rights” relating to the Work Product and Audiobook, including, without limitation, any and all rights of approval, restriction or limitation of use or subsequent modifications.

You grant to the Author the perpetual right to use your name, image and biography in connection with the promotion and sale of the Audiobook, in all media now or hereafter known or to refrain from any and all of the foregoing.

6. SAG-AFTRA

As an accommodation to you and in further consideration of your Services and the rights herein granted, the Author entered into an agreement with SAG-AFTRA solely for this Audiobook, in which the Author has agreed to: (i) make contributions on your behalf to the SAG-AFTRA Health and Retirement Funds, as provided in 3(a)(ii) above; and (ii) pay you an additional Eighty Dollars (\$80) per finished hour should the Audiobook be commercially released as a complete audiobook and offered for sale by a Distributor, which payment shall also be subject to the 12.5% AFTRA Health and Retirement Funds contribution. The Author is not a member of SAG-AFTRA or signatory to any collective bargaining agreements, save the aforesaid “single production only” agreement with SAG-AFTRA.

7. SUSPENSION/FORCE MAJEURE

Author shall have the right to suspend or terminate the Term hereof and compensation hereunder during any and all periods: (i) that you do not render services because of illness, incapacity, default on your part; or (ii) that production of the Project is prevented or interrupted because of force majeure events, including any disruptive event beyond our control. If your services are suspended as set forth herein, the Term shall be deemed extended by a period equivalent to the periods of suspension.

8. MISCELLANEOUS

A. To the extent a dispute, controversy or claim arises out of or in connection with this Agreement (each a "Dispute"), the Narrator and Author agree promptly and in good faith to attempt to settle such Dispute amicably. In the event the parties are unable to do so, any controversy or Dispute shall be settled by arbitration in accordance with the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association, each party bearing half the expense, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, excluding any law or conflicts of law principle that would apply the law of another jurisdiction.

B. All notices required or permitted by this Agreement shall be in writing and sent by first class regular mail (or certified or registered mail, return receipt requested, or overnight or express mail) to the parties at their addresses set forth at the beginning of this Agreement or to such other addresses that either party shall notify the other in writing pursuant to this subparagraph. Unless otherwise stated herein, all such notices and payments shall be deemed made on the date sent. Notwithstanding the foregoing, an electronic mail message sent by one party to the other shall be deemed to constitute an effective notice hereunder if (i) the electronic mail message notice prominently states that it is being given under this Agreement and requests an email response acknowledging receipt; and (ii) the responding electronic mail message (a) clearly refers to the specific email message to which it is responding, and (b) includes a copy of the text of such message.

C. Waiver of strict performance of any part of this Agreement shall not be deemed a waiver of, nor shall it prejudice the waiving party's right to require strict performance of the same part of or any other part of this Agreement in the future.

D. This Agreement constitutes the entire agreement between you and me with respect to your Services and the Work Product, and supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties, with respect thereto. This Agreement shall not be subject to change, amendment, or discharge, in whole or in part, except by written instrument signed by both of the parties hereto.

E. Your obligations under this Agreement are personal, and are not assignable or delegable, in whole or in part, by operation of law or otherwise, without the Author's prior written consent. The Author shall have the unrestricted right to license, transfer, and authorize others to exercise any or all of the rights acquired by the Author under this Agreement.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, and, where permitted, successors and assigns.

G. You are an independent contractor, and nothing herein shall be deemed to constitute a partnership or joint venture between the parties hereto, nor shall anything herein be deemed to constitute

either party hereto the agent or employee of the other. You shall make all reports, file all returns and pay all taxes to all appropriate governmental agencies, including, but not limited to, the Internal Revenue Service, reflecting the fact that you are an independent contractor. I shall not be required to withhold any amounts from compensation paid to you hereunder, for federal, state or local taxes or for Social Security, federal or state unemployment, workers' compensation or disability insurance or any related taxes, insurance, bonds or payments of any kind. You shall not incur any expenses for which I am responsible, without my prior written consent.

Accepted and Agreed to:

NARRATOR NAME

AUTHOR NAME

Signature: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT A – STATEMENT OF WORK

1. **AUDIOBOOK PROJECT**

Book (the “Book”): “NAME OF BOOK”

Book Author: NAME OF AUTHOR

Audio Book

Project Description: Narration and delivery to Author of finished master recordings of the Book in eleven (11) Installments, each approximately one (1) hour in length, intended for release via podiobooks and other free-to-consumer platforms, and when all Installments are delivered for release as a complete audiobook, which may be sold or offered free, in the Author’s discretion.

2. **DELIVERABLES**

Each Installment shall be recorded and mastered in compliance with the ACX audiobook submission, requirements, which are currently accessible at <http://www.acx.com/help/acx-audio-submission-requirements/200485520>, and include the following requirements:

1. consistency in audio levels, tone, noise level, spacing, and pronunciation.
2. mono recordings/files are preferred, to facilitate encoding in a variety of formats, and Installments will be delivered as mono files.
3. opening and closing credits: opening credits for the Audiobook should be recorded at the beginning of Audiobook on the first one-hour recorded Installment, and the closing credits will be at the end of the final Installment.
4. 192kbps or higher MP3, Constant Bit Rate (CBR); 44.1 kHz files.
5. The ACX submission standards are incorporated herein by reference but the parties acknowledge that by using these standards, Author does not imply or commit to distributing the Audiobook via ACX.

3. **PRODUCTION SCHEDULE:**

Within the first five (5) days of each calendar month, Author will advise you whether the Author wishes you to perform Services during such calendar month, and, if so, how many Installments the Author wishes you to narrate, record and deliver during such calendar month. The Author anticipates requesting one or two Installments within a given calendar month, but may request fewer (i.e., none) or more Installments, depending on availability of

funding and other factors as determined by the Author. You will perform the Services and deliver the finished Installments to the Author by no later than the last day of the calendar month in which the request is made by the Author. If, for reasons beyond your control, you are unable to complete the recording commitment during the calendar month in which the request is made, you shall promptly notify the Author, and complete the requested Installment(s) by no later than the last day of the subsequent calendar month.

The Author will have the right to approve or reject each Installment of the recordings at any stage of production and upon completion. You agree to work with the Author in good faith by providing review copies of each Installment before it is finished (mastered), and the Author agrees to make timely and constructive suggestions to help you to timely complete each Installment.

4. **ADDRESS AND PAYMENT INFORMATION**

Checks payable to: _____
Payment address: _____

Telephone: _____
Social Sec. No./EIN #: _____