

Escape Artists Inc. CONTRACT FOR NARRATION

Summary of Rights

This contract is a work for hire for vocal performance and requests the following additional rights:

- Promotional use of image and biographical information
- Dispute resolution via binding arbitration
- Electronic signature

If you have any questions or wish to discuss modifying the rights contained in this contract, please contact the editor BEFORE you sign.

Please return this contract via email to scarlett@escapeartists.net.

This contract is made on [DAY] [MONTH] [YEAR] by and between:

[NAME], whose address is [ADDRESS], and its licensees, heirs, assigns and successors ("Narrator"); and

ESCAPE ARTISTS INCORPORATED, whose address is Post Office Box 83, Woodstock, Georgia 30188, USA, and its licensees, heirs, assigns and successors ("Publisher").

This contract concerns:

"[Story Title]", a [COUNT] word story created and owned by [AUTHOR] (the "Story");

the Narrator's vocal performance and audio recording of the Story (the "Narration"); and

[PODCAST], a serial audio publication distributed in syndicated podcast form owned by the Publisher ("Podcast"). The individual episode of the Podcast in which the Narration appears is referred to as the Episode.

The Narrator and the Publisher agree:

The Narration

1. The Narrator shall vocally perform and record the Story as provided by the Podcast, including any additional performance comments accompanying the Story.
2. The Narrator shall use their own production facilities to record and edit the Narration in accordance with guidelines provided by the Podcast editors.
3. The Narrator shall provide "podcast quality" digital files of the Narration, subject to the approval of the Podcast's editors.

Deadline

4. The Narrator agrees to provide the Narration to the editors of the Podcast by [DEADLINE] (the "Deadline"). The Podcast editors will provide the Narrator with appropriate file transfer instructions for the finished Narration.
5. The Podcast editors and the Narrator may extend the Deadline by mutual consent in writing, which for the avoidance of doubt includes electronic mail.

Review and Approval of Narration

6. Once in receipt of the Narration, the Podcast editors will work with the Podcast production staff and the Narrator in good faith to review and approve the Narration in a timely fashion.
7. If there are any element of the Narration that are not acceptable to the Podcast editors, including for example pronunciation of words and phrases, background noise levels, unrequested accents or sound effects, or any other undesirable sound qualities the Podcast editors will provide constructive, specific and reasonable requests for alterations ("Revisions").
8. The Narrator agrees to provide any requested Revisions within fourteen (14) days ("Revision Time").
9. For the avoidance of doubt, Revision Time shall be deemed to be added to the Deadline for all matters concerning the calculation of timely delivery.

Payment Terms

10. The Publisher shall pay Narrator **[\$[AMOUNT]]** for the Narration. The Publisher shall make the Payment within sixty (60) days of receipt of the final, approved Narration.

11. If the Podcast does not receive the final, approved Narration by the Deadline (including any mutually agreed extensions and the passage of any Revision Time), such that the Podcast is not able to use the Narration, no Payment or attribution shall be given.
12. The Narrator further certifies and acknowledges they are an independent contractor for all purposes related to the Payment. Nothing in this Agreement shall be construed as creating an employer/employee, principal/agent, partner or co-venturer relationship between the Narrator and the Publisher.
13. The Publisher shall make no tax withholding from the Payment under this Agreement. The Narrator is not entitled to receive any employment benefits, including without limitation vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment benefits as a result of the Payment.
14. At Publisher's request, the Narrator shall provide such documents and information as Publisher may reasonably require for the Publisher to comply with reporting requirements of various governmental taxing entities regarding the Payment.

Work For Hire

15. Upon completion of the Narration, the Narrator acknowledges they have no right or interest in any copyright or publication right to the Narration, or other materials resulting from the services performed under this Agreement.
16. The Narrator acknowledges the Narration is a "Work for Hire" as defined by United States Copyright Laws. The Narrator further acknowledges that all copyrights and rights to exploit, use or reproduce the Narration now or in the future shall reside in the Publisher, and the Narrator shall sign any documentation that may be required in the future to assign such rights to the Publisher.
17. The Narrator understands that the Publisher shall distribute the Episode under a Creative Commons "Attribution Non-Commercial No-Derivatives" 4.0 International license.
18. The Narrator understands and agrees that the Publisher has the right to offer the Narration for sale for as long as they choose across any and/or all audio formats and platforms.

Attribution

19. The Narrator will be credited in the Episode and on the Episode's webpage as **[BY-LINE]**.

Promotional Use

20. The Narrator grants Publisher the right to use the Narrator's name, image, likeness, and biographical material for all advertising, promotion and other marketing use of the Narration. Upon request, the Narrator shall provide the Publisher with a photograph of the Narrator and appropriate biographical material for such use.

21. The Publisher grants the Narrator the right to use the Narration for promotional purposes so long as the Episode of the Podcast is correctly attributed wherever the Narration is made available.

22. Further, the Publisher reserves the right to require the Narrator to remove the Narration from promotional use for any reason by providing the Narrator with written notice.

Narrator's Warranties

23. The Narrator represents and warrants that:

- a. the Narrator is the sole creator and owner of the Narration and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein to Publisher;
- b. the Narration has not previously been exploited in whole or in part in any medium; and
- c. the Narration is not in the public domain.

Hold Harmless

24. The Publisher certifies it has the full rights to hire and upload the Narration for podcast distribution.

25. The Publisher agrees to hold the Narrator harmless from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Publisher in connection with the Narration, including any liabilities, losses, expenses (including reasonable attorneys' fees) or damages ("Claims").

26. This includes, but is not limited to, any Claims against the Narrator as a result of libel/slander, violation of copyright, violation of publicity and / or moral rights for celebrity impersonations.

27. The Narrator and the Publisher agree to give prompt notice by email to the other of any Claims received by it or of which it becomes aware.

Termination

28. Either the Narrator or the Publisher may terminate this Agreement at any time and for any reason by providing the other party with written notice before the Podcast's receipt of the Narration.

Disputes

29. This Agreement will be governed by the laws of the State of Georgia. Any dispute between the Narrator and the Publisher regarding the Agreement that cannot be settled through negotiation shall be referred first to mediation under the Commercial Mediation Rules of the American Arbitration Association.

30. If mediation is unsuccessful, the matter will be referred to arbitration by a single arbitrator under the Commercial Arbitration Rules/Expedited Procedures of the American Arbitration Association. The Narrator and the Publisher agree that judgment and/or any award rendered by the arbitrator may be entered in any court having jurisdiction.

31. NOTE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO SUBMIT ANY DISPUTES ARISING FROM THIS CONTRACT TO BINDING ARBITRATION AND GIVING UP YOUR RIGHT TO HAVE ANY CLAIMS HEARD BY A JUDGE AND/OR JURY.

Jurisdiction

32. Regardless of its place of execution, this agreement shall be interpreted under the laws of the United States of America and the State of Georgia.

Miscellaneous Provisions

Complete Agreement

33. This Agreement constitutes the complete and only Agreement between the Narrator and the Publisher regarding the Narration and supersedes any previous agreements, representations, negotiation or understandings, whether oral or in writing.

Notice

34. Any notice required under this Agreement shall be deemed to have been properly delivered by electronic mail.

Third Party Rights

35. No other person, firm or corporation who is not a party to this Agreement shall have any rights under this Agreement or any applicable legislation to enforce any term of this Agreement.

Electronic Signature

36. By typing their names below, the Narrator and the Publisher agree to electronic signature of this Agreement, and further consent to be legally bound by its terms and conditions as if the Agreement had been manually signed.

37. The Narrator further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

Executed on the date appearing at the first page of this Agreement:

Narrator

Escape Artists Incorporated (Publisher)

Please indicate your preferred form of payment:

PayPal, at email address: _____

(Fees covered by Publisher.)

U.S. bank check, mailed to the following address:

