

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
- Donation option

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

Version 3 (December 2017)

Defined Terms

"Date"	[DAY] [MONTH] [YEAR]
"Narrator"	[NAME] , whose address is [ADDRESS], and their licensees, heirs, assignees and successors
"Publisher"	ESCAPE ARTISTS INCORPORATED , whose address is Post Office Box 83, Woodstock, Georgia 30188, USA, and its licensees, heirs, assigns and successors
"Narration"	the Narrator's vocal performance and audio recording of the Story
"Author"	[Author]
"Story"	"[Story Title]" , by Author
"Podcast"	[PODCAST] , a serial digital print and audio publication distributed in syndicated podcast form owned by the Publisher
"Episode"	the individual episode of the Podcast in which the Narration is published
"Deadline"	[DAY] [MONTH] [YEAR]
"Payment"	USD \$[FIXED FEE AMOUNT]
"Byline"	[By-Line] (optional)
"Payment Email Address"	[PayPal email address]

This contract is made as of the Date, by and between the Narrator and the Publisher, concerning the Narration of the Story and its publication in the Podcast. 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 the Deadline. Time is considered of the essence in this contract, and the Narrator's failure to provide the Narration by the Deadline will have a material impact upon this agreement.
5. The Podcast editors will provide the Narrator with appropriate file transfer instructions for the finished Narration.
6. 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

7. 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.
8. If there are any elements 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").
9. The Narrator agrees to provide any requested Revisions within fourteen (14) days ("Revision Time").
10. 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

11. The Publisher shall pay the Narrator the Payment within sixty (60) days of the Narration's initial publication on the Podcast, by electronic funds transfer. The Narrator shall supply the Publisher with an appropriate Payment Email Address. Any fees incurred because of the Publisher's choice of electronic payment method will be paid by the Publisher.
12. 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.
13. 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.
14. 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.
15. 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.
16. Should the Narrator choose to waive receipt of the Payment as indicated below, the Payment shall be accounted as a donation by the Narrator to the Publisher in the amount of the Payment.

Work For Hire

17. 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.
18. 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.

19. 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

20. The Narrator will be credited in the Episode and on the Episode's webpage. If a Byline is provided, the Publisher will use it instead of the Narrator's legal name.

Promotional Use

21. The Narrator grants Publisher the right to use the Narrator's Byline and/or name, image, likeness, and biographical material for all advertising, promotion and other marketing use of the Story. The Narrator shall provide the Publisher with a photograph and appropriate biographical material for such use.

22. For the avoidance of doubt, a photograph of the Narrator is not required. The image provided may be an avatar or other image which the Narrator wishes to use for identification in relation to the Story, subject to the Podcast editor's approval, such approval not to be unreasonably withheld.

23. 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.

24. 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

25. 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

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

27. 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").

28. 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.

29. 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.

Nonperformance

30. If the Narrator fails to execute this Agreement within sixty (60) days of receipt, the Publisher's offer to purchase the Narration shall be considered withdrawn.

Disputes

31. 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.

32. 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.

33. 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

34. 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

35. 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

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

Third Party Rights

37. 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

38. 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.

39. 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)

By signing below, I confirm I wish to donate the amount I am owed under this Agreement to Escape Artists Inc.

Narrator