



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

Please contact us prior to signing should you have any questions or wish to discuss modifications.

Version 4 (March 2023)

Donation Option

The Escape Artists Foundation is a 501(c)(3) US registered nonprofit (EIN 88-1480693). All donations it receives are eligible for tax deductible status (depending on your personal tax situation).

For more information, please visit <https://escapeartists.net/faq/>

If you would like to donate some or all of the amount you are owed under this contract to the Escape Artists Foundation, you can do so by making a selection below.

I wish to donate the following:

- **[Tick box] The full contract amount**
- **[Tick box] Another amount: [VALUE]**



Defined Terms

"Date"	[DAY] [MONTH] [YEAR]
"Narrator"	[NAME] , whose address is [ADDRESS], and their licensees, heirs, assignees and successors
"Publisher"	ESCAPE ARTISTS FOUNDATION , 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. This term also refers to the crew of the Podcast responsible for assigning, reviewing, and approving Narrations.
"Episode"	the individual episode of the Podcast in which the Narration is published
"Deadline"	[DAY] [MONTH] [YEAR]
"Payment"	USD \$[FIXED FEE AMOUNT]
"Narrator 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 the narration guidelines provided by the Podcast available at



<https://escapeartists.net/narrator-guidelines/> and as updated from time to time (the "Narration Guidelines").

3. The Narrator shall provide "podcast quality" digital files of the Narration in line with the Narration Guidelines.

Deadline

4. The Narrator agrees to provide the Narration to 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 including the Publisher's ability to terminate with no Payment or attribution due to the Narrator.

5. The Podcast will provide the Narrator with appropriate file transfer instructions for receipt of the Narration audio files.

6. The Podcast 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 will work 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, 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 the deadline requested by the Podcast and in all cases no longer than 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. 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 shall be due or attribution shall be given.



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. For the avoidance of doubt, the Publisher does not accept responsibility for any fees the Author may incur to convert the Payment into another currency.
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.
15. Should the Narrator elect to waive receipt of some or all of the Payment as indicated by the Narrator on the Agreement front page (1) such waived amount shall be accounted as a donation by the Narrator to the Publisher in the amount indicated, and (2) the receipt and sufficiency of the remaining sum, if any, is hereby acknowledged as full and final discharge for the Payment due under this Agreement.

Work For Hire

16. Upon completion and acceptance 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.
17. The Narrator acknowledges the Narration is a "Work for Hire" as defined by copyright law. 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.

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. If a Narrator Byline is provided, the Publisher will use it instead of the Narrator's legal name.

Publisher's Promotional Use of Image and Biographical Information

20. 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.

21. 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 Narration, subject to the Podcast's approval, such approval not to be unreasonably withheld.

Narrator's Promotional Use of Narration

22. Following publication of the Story, the Publisher grants the Narrator the right to use an excerpt of the Narration not to exceed one hundred eighty (180) seconds in length for their own promotional purposes as long as the Episode of the Podcast is both correctly attributed and a link to the Episode is included wherever the Narration excerpt is made available.

23. Use of an excerpt longer than one hundred eighty (180) seconds requires the prior written approval of the Publisher.

24. The Publisher reserves the right to require the Narrator to remove a Narration excerpt from promotional use for any reason by providing the Narrator with written notice.



Narrator's Warranties

25. The Narrator represents and warrants that they are 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;
26. The Narrator further represents and warrants that, to the best of their knowledge and as construed under United States federal law:
- a. the Narration has not previously been exploited in whole or in part in any medium;
 - b. the Narration does not, and, if published, will not, infringe upon any proprietary right at common law, or any statutory, registered or unregistered copyright, or trademark right, or upon any other proprietary or personal right of any natural or legal person;
 - c. the Narration contains no material that is intentionally unlawfully obscene, libelous, that violates the right of privacy or publicity of any natural person, or is otherwise harmful to any third party so as to subject the Publisher to liability or is otherwise contrary to law; and
 - d. the Narration is not in the public domain.

Hold Harmless

27. The Publisher certifies it has the full rights to hire and upload the Narration for podcast distribution.
28. 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").
29. 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.
30. 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

31. If the Narrator fails to sign and return this Agreement within thirty (30) days of receipt, the Publisher's offer to purchase the Narration shall be considered withdrawn and no Payment shall be due.

Termination for Convenience

32. This Agreement may be terminated without penalty by the written consent of both the Publisher and the Author.

Disputes

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

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.

Data Protection

35. The Publisher confirms that they will comply with the General Data Protection Regulation (EU) 2016/679, the relevant implementing legislation, and other applicable data protection laws (collectively, "Data Protection Laws"). Further information about the processing of Personal Data is set out in our Privacy Notice, which is available on our website at <https://escapeartists.net/about-ea/legal/> or a copy can be provided upon request.

36. The Publisher and the Author acknowledge and agree that for the purposes of this Agreement they each act as a Data Controller in their own right and are independently responsible for compliance with all obligations and duties under applicable Data Protection Laws in respect of any Personal Data which they may process in the performance of their obligations.



Miscellaneous Provisions

Complete Agreement

37. 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.

Assignment

38. Neither the Author nor the Publisher may assign, transfer, charge or otherwise deal with any of its rights under this Agreement, nor grant, declare, create or dispose of any right or interest in it, except with the prior written consent of the other.

39. Further, no assignment other than an assignment by operation of law or by Publisher in connection with the sale of all or substantially all of its assets, shall be valid without the provision of notice to the other party. Any purported assignment in violation of this paragraph shall be void.

Notice

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

Third Party Rights

41. 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

42. 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.
43. 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 Foundation (Publisher)