

**STANDARD FORM FREELANCE
NEW MEDIA WRITER'S EMPLOYMENT CONTRACT
ORIGINAL NEW MEDIA PRODUCTION**

Agreement entered into as of _____, 20____, between _____
_____, hereinafter called "Company" and _____
_____, hereinafter called "Writer."

1. ORIGINAL NEW MEDIA PRODUCTION: Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in paragraph 2 hereof, for the Original New Media Production currently entitled " _____ " (the "Work").

As defined in the Sideletter on Literary Material Written for Programs Made for New Media ("New Media Sideletter") of the Writers Guild of America Theatrical and Television Basic Agreement ("MBA"), an "Original New Media Production" is a production which is intended for initial release in New Media, excluding news, which meets one of the following criteria:

- A. The actual cost of production exceeds: (1) \$15,000 per minute of program material as exhibited; or (2) \$300,000 per single production as exhibited; or (3) \$500,000 per series of programs produced for a single order; or
- B. The literary material was written under employment by or acquired from a "professional writer," as that term is defined in MBA Article 1.C.1.b.; or
- C. The parties have agreed that the sale or services shall be covered under the New Media Sideletter.

2. FORM OF WORK:

- A. Description of services (e.g., bible, format, story, teleplay, story & teleplay, rewrite, polish): _____

- B. Number of episode(s): _____
- C. Minutes per episode(s), if known: _____
- D. Total minutes (i.e., sum of minutes for all episode(s)): _____

3. DELIVERY:

Company representative authorized to commence writer's services and/or request revisions of the literary material:

Company representative to whom and address of place where literary material shall be delivered:

Deadline for delivery of work (if any):

4. COMPENSATION:

A. Guaranteed compensation (for services or purchase of literary material as described above in Paragraph 2.A.) \$ _____

B. Contingent compensation (e.g., credit or production bonus): \$ _____

C. Other (e.g., compensation for merchandising, publications, dramatic stage rights, etc.): \$ _____

5. NEW MEDIA SIDELETTER:

The parties acknowledge that this contract is subject to the all of the terms and provisions of the New Media Sideletter (and the terms of the MBA incorporated therein). To the extent that the terms of the New Media Sideletter are more advantageous to Writer than the terms hereof, the New Media Sideletter shall supersede and replace the less advantageous terms of this agreement.

6. CREDITS AND SEPARATED RIGHTS:

Credits and separated rights shall be determined according to the New Media Sideletter. It is understood that Writer has not sold any separated rights by virtue of this agreement. If Company wishes to acquire either the television or theatrical rights, Writer and Company will negotiate separately regarding such television and/or theatrical rights, subject to the terms of the New Media Sideletter.

7. GUILD MEMBERSHIP:

To the extent that it may be lawful for the Company to require the Writer to do so, Writer agrees to become and/or remain a member of Writers Guild of America in good standing as required by the provisions of said Basic Agreement. If Writer fails or refuses to become or remain a member of said Guild in good standing, as required in the preceding sentence, the Company shall have the right at any time thereafter to terminate this agreement with the Writer.

8. OPTIONAL ADDITIONAL TERMS (Suggested additional terms to be negotiated include but are not limited to):

A. Right of first negotiation. Whether or not the Writer is entitled to separated rights in the literary material written hereunder, if Company properly acquires the Writer's television rights and/or theatrical motion picture rights as allowed by the New Media Sideletter, Company shall offer the Writer the opportunity to write the first television motion picture and/or the first theatrical motion picture based on the literary material, for compensation to be negotiated in good faith (and at no less that applicable MBA minimum).

_____ Writer shall have the right of first negotiation to write the first television motion picture and/or the first theatrical motion picture based on the literary material.

_____ Writer shall not have the right of first negotiation to write the first television motion picture and/or the first theatrical motion picture based on the literary material.

B. Sequel Payments.

If Writer is entitled to separated rights in the new media program, Writer shall be entitled to payment of \$ _____ per _____-minute episode.

If Writer is not entitled to separated rights in the new media program, Writer shall be entitled to payment of \$ _____ per _____-minute episode.

C. Residuals (e.g., additional payments for reuse of Original New Media production if Company receives licensing or distribution fees, etc.): _____

D. Other Creative Rights (to extent they do not undermine the MBA): _____

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

By

Company _____
Name _____
Title _____

Writer _____
Please print name _____