

#### Dear Company:

Welcome to the Writers Guild of America, East (WGAE) Signatory Process. Included in the attached packet are the following forms which need to be completed and returned to us for processing **prior** to optioning, purchasing, or commencement of a writer's services.

#### Please return originals of the following signatory documents:

- Signatory Company Application
  - For Sole Proprietorships, signatory documents must be filled out with the legal name of the <u>individual</u>, not the fictitious business name.
- Letter of Adherence to the 2014 MBA
- Guarantee Agreement
- Form 5 B (Letter of Adherence to the Pension Plan & Health Fund)
- Notice of Agent for Service of Process

# PLEASE NOTE: Any individual signing signatory documents must provide some form of photo identification.

#### Please submit as applicable:

- Corporation Articles of Incorporation
- Limited Liability Company Articles of Organization
- Joint Venture/Partnership-Fictitious Business Name Statement & Partnership Agreement

#### PLEASE PROVIDE A COPY OF EACH WRITER'S AGREEMENT (executed or not)

We are very pleased that you are interested in becoming a signatory company. If you have any questions about this application or the signatory process, please contact us at 212/767-7837.

Sincerely,

Signatories Department Writers Guild of America, East, Inc. 250 Hudson Street New York, NY 10013 (212) 767-7837 rrubin@wgaeast.org



# SIGNATORY COMPANY APPLICATION

NAME OF COMPANY:			
d/b/a:			
***Address			
NO P.O. BOXES OR EQUI	VALENT (NOT PRODUCTION OFFICE - N	IO P.O. BOXES OR EQUIVALENT)	
Contact		Phone #	
Email		Website	
***This will be the of	ficial company address	for WGA records, correspon	dence and notices.
			P:
Name		Name	
Company or Firm		Company or Firm	
Street Address		Street Address	
City	State Zip	City	State Zip
Phone#		Phone#	
Fax#		Fax#	
Email		Email	
TYPES OF CONTENT THI	S COMPANY PRODUC	CES OR INTENDS TO PRO	DUCE:
Theatrical Features	TV Series	Reality TV	Internet/Mobile Content
Independent Films	Miniseries	Nonfiction Basic Cable	Informational
Low Budget Under \$1.2M	Made-for-TV Movies	Game Shows	Videogames
Theatrical Documentary	Comedy/Variety	TV Documentary	
Theatrical Animation	Direct-to-Video/DVD	TV Animation	
		your company signed with any Please check all that apply b	
SAG AFTRA DG		Г 🔲 Teamsters 🔲 Other:_	



# **COMPANY INFORMATION**

Company Name:	
Please complete Section A, B or C	
	D LIABILITY COMPANY
Incorporated/Formed in the State of:	
Principal Place of Business in the State of: _	
Date of Incorporation/Formation:	
Federal ID#:	Organizational ID#:
OFFICERS / MANAGERS	PRINCIPAL SHAREHOLDERS / MEMBERS** % OWNED
Chairman:	
Freasurer:	
Parent Corporation:	
Subsidiaries:	
person who is a principal shareholder/member pleas	ompany please complete another copy of this form for that entity. For each se complete an INDIVIDUAL INFORMATION form (Page 3).
B. GENERAL PARTNERSHIP	
Drganized in the State of:	
Date Formed:	
General Partners/Joint Venturers**	Limited Partners**
	%%
	%
	%
	%
vho is a partner or joint venturer please complete ar	ny please complete another copy of this form for that entity. For each person INDIVIDUAL INFORMATION form (Page 3).
•	
Fictitious Business Name (d/b/a—if applicable)	):



# **INDIVIDUAL INFORMATION**

Please complete this form for each person who is a 10% or more owner or any individual signing these signatory documents. If the principal shareholder/member is a company, please complete another Company Information form for that entity.

Professional Name	PLEASE PRINT CLEARLY OR TYPE		
Full Legal Name:	PLEASE PRINT CLEARLY OR TYPE		
Social Security #:			
Home Address:	NO P.O. BOXES OR EQUIVALENT		
Home Phone #		Cell #:	
Email:			
Primary Source of	Income:		
Occupation/Positio	n:		
Employer:			
Employer Address:	NO P.O. BOXES OR EQUIVALENT		
Work Phone #		Type of Business:	
Name of Spouse: _			
		on/radio industry guilds or unions of w	-
, ,	represent the services of writers? r, owner or partner of any other produ	Yes No uction company, please indicate below	v:
	Company Name	Relationship to Company	WGA Signatory?
			Yes No
			Yes No Yes No
			<u> </u>

Yes No



## **CURRENT PROJECT INFORMATION**

(Complete one form for each project)

Pr	Project Title:			
Ini	tial Release:			
	□ Theatrical □ Low Budget Agreement (\$	\$1.2 million & below)		
	Television (Network)			
	New Media/Internet (Website)			
1)	Name of Writer(s)	Date of Employment or Purchase		
		□ Option/Purchase		
		Option/Purchase		
4.)		<ul> <li>Option/Purchase</li> <li>Employment</li> </ul>		
Ab	oove-listed Writer's work is to be based upon	the following source or assigned material:		
	Written B	By Entitled		
	Story:			
	Treatment:			
	Screenplay:			
	Unpublished Novel:			
	Published Novel:			
	Stage Play:			
Pro	oduction Office Information:	Production Start Date:		
Stre	et Address			
City	State Zip			
Pho	ne#			
Fax#	#			
Ema	ail			



# FINANCIAL INFORMATION FOR CURRENT PROJECT

(Complete one form for each project)

Projected budget	of project: \$				
FINANCING SOUI	RCES				
% 0	f budget financed		%	6 of budget financed	
Name			Name		
Company or Firm			Company or Firm		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Phone#			Phone#		
Fax#			Fax#		
Email			Email		
DISTRIBUTION IN	IFORMATION				
Domestic			Foreign		
Distributor Name			Distributor Name		
Street Address			Street Address		
City	State	Zip	City	State	Zip
Phone#			Phone#		
Fax#			Fax#		
Email			Email		
The entity who will o	wn the copyright once	e the project	s completed:		
As an officer, owne		his compan	y, I acknowledge all c	of the information pro	
By:			Title:		
			Date:		
2014 WGAE Signatory Ap	oplication				Page 5 of 5

#### LETTER OF ADHERENCE



# LETTER OF ADHERENCE TO THE 2014 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

The undersigned company ("Company") and the Writers Guild of America, East, Inc., on behalf of itself and its affiliate Writers Guild of America, West, Inc. (collectively "WGA" or "Guild"), accept and agree to abide by all terms and conditions of the 2014 WGA Theatrical and Television Basic Agreement ("2014 MBA") as negotiated between the WGA and **(PLEASE CHECK ONE):** 

the Alliance of Motion Picture and Television Producers ("AMPTP")

#### the production companies of ABC, CBS and NBC ("Networks")

The 2014 MBA is in effect from May 2, 2014 through and including May 1, 2017. A Summary containing the terms and conditions is enclosed. The economic and other terms of the MBAs negotiated with the AMPTP and the Networks are the same with three exceptions. The three exceptions, which relate to long-form television, are noted in an Addendum at the end of the Summary. Regardless of which version of the 2014 MBA is selected, the Company executing this Letter of Adherence shall also be bound to the terms and conditions of Attachment 1 hereto, which amends the MBA in certain respects.

Anything to the contrary in the 2014 MBA notwithstanding, the Company shall remain primarily liable for all the terms and conditions of the 2014 MBA in the event the undersigned should sell, transfer or assign any of its rights as set forth and described in the 2014 MBA.

The Guild may in its discretion require at any time reasonable financial assurances that writers will receive all compensation (including but not limited to residuals and other forms of contingent compensation) to which they are entitled under the MBA or their individual agreements with company. Upon the Guild's written request, the Company shall promptly provide such assurances as are acceptable to the Guild in the form of a lien, bond, cash deposit or escrow, security agreement and/or such other type acceptable to the Guild. In the event the Company fails to provide such assurances, the Guild shall have the right to withhold the services of writers until such assurances are provided.

The Pension Plan and Health Fund to which contributions are required by the 2014 MBA are separate entities and will independently determine whether your company may participate in these trusts. Should the Company be acknowledged as a participating employer, only contributions for bona fide covered employment will be accepted by them.

A photocopy, facsimile, electronic or other copy of this agreement shall have the same effect for all purposes as a signed original.

AGREED TO AND ACCEPTED		WRITERS GUILD OF AMERICA, EAST, INC. on behalf of itself and its affiliate WRITERS GUILD OF AMERICA, WEST, INC.	
	FULL LEGAL NAME OF COMPANY		
By:	SIGNATURE	By:	
Name:	PLEASE PRINT CLEARLY OR TYPE	Date:	
Title:	PLEASE PRINT CLEARLY OR TYPE		
Date:			

2014 WGAE Signatory Application

#### ATTACHMENT 1, LETTER OF ADHERENCE TO THE 2014 WGA THEATRICAL & TELEVISION BASIC AGREEMENT

1. Substitute the following expanded list of Los Angeles arbitrators in Articles 11.C.2.e.(3), 11.E.4., 11.F.5.a.(7), 11.G.5. and Theatrical Schedule A, paragraph 26.a.(3)(e):

#### LOS ANGELES

- Sara AdlerJoel GNorman BrandFredriMark BursteinFred HChristopher CameronKen PTom ChristopherMichaDouglas CollinsSol RoPaul E. CrostRoberDixon DernJan SCatherine FiskTerri TEdna FrancisBarryWilliam Gould IV
- Joel Grossman Fredric R. Horowitz Fred Kuperberg Ken Perea Michael Rappaport Sol Rosenthal Robert Steinberg Jan Stiglitz Terri Tucker Barry Winograd
- 2. Amend Section 2.a.(1) and (2) of Appendix C of the 2014 MBA as follows:
  - "2. The rates and other conditions of employment or for the acquisition of literary material from a professional writer applicable to programs made for basic cable shall be as follows:
  - a. The following shall apply except with respect to high budget dramatic programs, as defined in subparagraph 2.b. below:
    - (1) The Company may elect, with respect to all other programs, including Appendix A programs, to apply the provisions of subparagraph 2.b. to the employment of a writer. Otherwise, either the Guild or Company may notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to the employment of writers or the acquisition of literary material for programs of the types heretofore traditionally produced for free television pursuant to any WGA Basic Agreement, produced primarily for the basic cable market. The parties agree to commence such negotiations within thirty (30) days of receipt of such notice. If no agreement is reached within sixty (60) days after bargaining has commenced, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to such programs.
    - (2) Until such time as the Guild instructs its members to refuse to render services with respect to such programs produced pursuant to subparagraph 2.a.(1) above, the employment of a writer for such an entertainment program (herein "Program") produced within the metropolitan areas of Los Angeles or New York, or of a writer hired within such areas for a Program to be produced within the United States, shall be subject to: (a) the Guild Shop provisions of this Agreement; (b) Articles 10-12 (grievance and arbitration); (c) Article 17, the Pension Plan and Health Fund provisions of this Agreement; provided that in no event shall the Company be required to make pension and health contributions in an amount greater than would be required if the Program were made for free television; (d) the requirement that the Company tender a written contract of employment to the writer within ten (10) days following the commencement of his or her employment and the requirement that the Company send to the Guild a copy of

any writer's executed contract for employment on a Program within one (1) week after receipt by Company of such executed contract; and (e) the requirement that the Company notify the Guild of its intention to produce such a program at least ninety (90) days prior to commencement by any writer of writing services on the Program provided, however, that with respect to material written to be part of such a Program, this subparagraph 2.a.(2) shall apply to continuity material only when such material is written to be a part of a Program originally produced for exhibition on basic cable (as distinguished from a program originally produced for exhibition in another medium). If the Company fails to provide timely notice of its intention to produce such Program as required in this subparagraph, then the provisions of subparagraph (1) above shall not apply and the Guild may, not earlier than twenty-four (24) hours after written notice to the Company, instruct its members to refuse to render services with respect to such Program.

(3) The employment of a writer for a dramatic program one (1) hour or longer which is to be produced in the United States for basic cable television under a budget less than (i) \$530,000 for a one (1) hour program; (ii) \$850,000 for a ninety (90) minute program; or (iii) \$1,250,000 for a two (2) hour or longer program (other than one covered by Paragraph 2.a.(2) above) shall be subject to the requirement that the Company notify the Guild at least ninety (90) days prior to commencement by any writer of writing services on the program."

**GUARANTEE A**GREEMENT



# GUARANTEE AGREEMENT UNDER THE 2014 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

Reference is made to the Letter of Adherence to the 2014 Writers Guild of America Theatrical and Television Basic Agreement ("2014 MBA") between \_\_\_\_\_

(herein after "Company"), and Writers Guild of America ("WGA") which is entered into concurrently with this guarantee. To induce the WGA to sign the Letter of Adherence, the undersigned, as an individual, agrees to the following:

You agree to guarantee performance of the 2014 MBA by Company.

You agree to assume all obligations of Company under each employment agreement for writing services and option or purchase agreement for literary material entered into at any time during the term of the 2014 MBA.

You agree to assume all obligations of the 2014 MBA pertaining to such employment and option or purchase agreement and specifically agree to be bound by, and a party to, any grievance and/or arbitration under the 2014 MBA, should a dispute between a writer and/or WGA and Company arise. You and Company shall be deemed jointly and severally liable under any grievance, arbitration award or settlement.

You agree that service upon Company pursuant to the 2014 MBA shall constitute service upon you.

This guarantee is irrevocable. Nothing contained in this agreement shall be construed to relieve Company from its obligations under such employment and option or purchase agreement or its obligations under the 2014 MBA.

A photocopy, facsimile, electronic or other copy of this agreement shall have the same effect for all purposes as a signed original.

#### AGREED TO AND ACCEPTED

By:	INDIVIDUAL'S SIGNATURE
Name:	PLEASE PRINT OR TYPE INDIVIDUALS'S NAME
Address:	NO P.O. BOXES OR EQUIVALENT
Date:	



# Producer-Writers Guild of America Pension Plan Writers' Guild-Industry Health Fund



Jim Hedges, Chief Executive Officer

# Form 5-B

### 2014 Theatrical & Television Agreement

The undersigned employer represents and declares:

- 1. That it employs Writers (herein "Such Writers") who render writing services in the preparation of literary material subject to the 2014 WGA Theatrical and Television Basic Agreement ("2014 MBA") and/or such other collective bargaining agreements as the Writers Guild of America may enter into with employers (herein "Basic Agreements").
- 2. That it is familiar with the provisions of (a) the Agreement and Declaration of Trust establishing the Writers Guild-Industry Health Fund dated September 23, 1973, as amended, herein referred to as the "Health Fund", and (b) the Producer-Writers Guild of America Pension Plan dated March 31, 1960, as amended, hereinafter referred to as the "Pension Plan", and (c) said applicable 2014 MBA.
- 3. That the employer and the Writers Guild of America are signatories to one or more such Basic Agreements, which Basic Agreements are in conformity with the law for the employee unit described below, and such union (a) is a party to the Health Fund, as set forth in Section 1 of Article I of the Health Fund, with respect to Such Writers, and (b) is a party to the Producer-Writers Guild of America Pension Plan as set forth in Section 31 of Article I of the Pension Plan with respect to Such Writers. The rate and obligation of the undersigned employer to make contributions (a) to such Health Fund with respect to Such Writers, and (b) to such Pension Plan with respect to Such Writers, shall commence on and continue for the period and in accordance with the Health Fund and the Pension Plan provisions of the 2014 MBA.
- 4. Also in accordance with such 2014 MBA and for the period and purposes set forth therein, the employer shall pay to the Pension Plan and Health Fund through its administrator in pursuance of the 2014 MBA the contributions the undersigned employer is obligated to make under such Basic Agreements to the Health Fund.
- 5. The undersigned by this document adopts and intends (a) to become a party to and to participate in the Health Fund with respect to Such Writers to the same extent as though the undersigned had executed such Trust Agreement or a counterpart thereof, in accordance with Section I, Article IX of said Health Fund, and (b) to become a party to and participate in the Pension Plan with respect to Such Writers by the execution of the document, in accordance with Section 2, Article XIII thereof.

The employer appoints as its agent (check one, if any):

Alliance of Motion Picture & Television Producers

Other:

to act for it under the terms and conditions of said Health Fund and the Pension Plan, except that said agent shall not be empowered to act under the provisions of Article VI, or Section 2, of Article VII and Section 3 of Article XIII of the Pension Plan, or under the provision of Section 2 of Article VIII of the Health Fund.

		For Office Use Only
	EXACT LEGAL NAME OF THE COMPANY	
By:	SIGNATURE	Accepted the day of, 20
Name:	PLEASE PRINT CLEARLY OR TYPE	Producer-Writers Guild of America Pension Plan and on behalf of Writers' Guild-Industry Health Fund
Title:	PLEASE PRINT CLEARLY OR TYPE	By:CHIEF EXECUTIVE OFFICER
Date:		

2014 WGAE Signatory Application



#### **NOTICE OF AGENT FOR SERVICE OF PROCESS**

The undersigned company hereby appoints the following individual as the Agent for Service of Process in connection with any matters related to the Writers Guild of America collective bargaining agreement.

Should this individual cease to act as agent for service of process for any reason whatsoever, company agrees to appoint a new agent without delay and immediately submit to the WGA, a new Notice of Agent for Service of Process. Company agrees that all written notices required under the provision of said collective bargaining agreement which are sent by first class mail, postage prepaid, to Company's last address, with a copy sent to the below-appointed agent, shall constitute and be valid service under the applicable bargaining agreement. Company understands that the designated agent will remain in effect until the WGA receives notification from Company that the agent has been replaced by another individual.

Agent must be resident of the State of New York. Post Office Boxes or the equivalent are not acceptable.

This agreement may be executed in multiple counterpart and all of which taken together shall constitute one and the same instrument respectively. A photocopy, facsimile, electronic or other copy shall have the same effect for all purposes as a signed original.

# PLEASE COMPLETE 1, 2 AND 3 BELOW.

#### 1. NAME OF COMPANY: \_\_\_\_\_

By:	
	SIGNATURE
Name:	
	PLEASE PRINT CLEARLY OR TYPE
Title:	
	PLEASE PRINT CLEARLY OR TYPE
Date:	

The undersigned hereby agrees to accept service of process in connection with any disputes or notices arising under any collective bargaining agreement:

# 2. NAME OF APPOINTED AGENT: PLEASE PRINT CLEARLY OR TYPE Company/Law Firm (if applicable): Address: NO P.O. BOXES OR EQUIVALENT Phone: Email: By: By: SIGNATURE

Date:

2014 WGAE Signatory Application



Upon receiving your completed application we will review it to determine if any additional information and/or documents are needed before accessing your signatory eligibility. Submission of all required completed forms is essential. If your application is accepted, the WGAE will return countersigned signatory documents and assign your company a unique employer number.

The Producers-Writers Guild of America Pension Plan/Writers' Guild-Industry Health Fund ("Trusts") will independently determine your company's status as a participating employer, to the Trusts Agreements. If your company has an owner (10% or more) who is also a writer employed by the company, we suggest you review the "<u>10% Owner/Writer</u>" criteria on the WGA Plans website <u>www.wgaplans.org</u> prior to submitting your application. This information can also be obtained by calling the Trusts at (818) 846-1015.

The WGAE website, <u>www.wgaeast.org</u>, has a wide spectrum of information designed to help you. We suggest you begin by visiting the "Resources" section of the site (or click on the links below) for the following documents:

- 1. 2011 MBA Schedule of Minimums (will be available in the near future)
- 2. 2014 MBA Summary
- 3. <u>2011 WGA Theatrical and Television Basic Agreement ("MBA") (pdf)</u>. Please note the 2011 MBA is currently available online. When the new 2014 MBA is published it will be available online.
- 4. Derivative Program Made for New Media Fact Sheet
- 5. Original Programs Made for New Media Fact Sheet (pdf)

Thank you for your interest in the Writer Guild of America, East. If you have any questions please contact the Signatories Department at 212/767-7837; we are glad to be of assistance.



#### PLEASE BE ADVISED:

If you become a WGA signatory you will be required to complete the following steps each time you engage writers. This is only an outline and other obligations may apply under the MBA depending on the type of project.

- Contracts When you have engaged a writer, please send a copy of the executed agreement to the Contracts Department (fax to 212/582-1909, email to <u>rrubin@wgaeast.org</u> or mail). For questions pertaining to the MBA or rates please contact the Contracts Department at (212) 767-7837. WGA Low Budget Agreements or WGA Documentary Screenplay Contracts for theatrical films budgeted at \$1.2 million or below are available by Writer request, but application filing and prior approval is required. Please contact the Contracts Department at (212) 767-7837.
- Worklist Information Please send a <u>Weekly Worklist</u> to the Membership Department with the names of all writers you are currently engaging for services. The Weekly Worklist form is available for download on the WGA website. For questions about worklists, please contact the Membership Department at (212) 767-7821. Weekly Worklists can be emailed to <u>kobrien@wgaeast.org</u>.
- 3. Pension and Health Contributions If you have employed a writer you will need to send Pension and Health contributions to the Producers-Writers Guild of America Pension Plan/Writers' Guild of America Health Fund ("Trusts") along with a "Report of Contributions" form. This form will be sent to you along with other pertinent information directly from the Trusts. You can also obtain a copy by visiting <u>www.wgaplans.org</u> or by calling the Trusts at (818) 846-1015.
- 4. 10% Owner/Writer If you are a writer who owns 10% or more of the Company making contributions to the funds, it is essential you review the 10% Owner/Writer criteria of the Trusts prior to submitting contributions. The rules can also be found at <u>www.wgaplans.org</u> or you may contact Employer Compliance at the Trusts (818) 846-1015 for assistance.
- Credits and Creative Rights Information Upon completion of principal photography you must complete and send a Notice of Tentative Writing Credits (<u>NTWC</u>) to the participating writer(s) and the Credits Department. NTWC forms are available for download from the WGA website. Please email completed NTWC to <u>fcatigbe@wgaeast.org</u>. For credits questions please contact the Credits Department at (212) 767-7804.
- Script Publication Fee If you produce a <u>theatrical</u> motion picture, a one-time fee of \$10,000 becomes due to the credited writer(s), through the Guild's Residual Department, 30 days after final credit determination. This fee may be paid out differently for certain WGA Low Budget Agreement theatrical films or WGA Documentary Screenplay Contract theatrical documentaries. Please contact the WGAW Residual Department at (323) 782-4700 for details.
- Residuals Once your project has moved from initial distribution into reuse, residuals may be due. Please contact the Residuals Department at (212) 767-7814 for details on formulas and help with calculations.
- 8. **Assumption Agreements** If you sell a project outright or enter into a distribution agreement you must obtain a WGA assumption agreement. For copies of the WGA assumption agreements please contact the WGAW Signatories Department at (323) 782-4516.

In addition to the above items, the WGA website, <u>www.wgaeast.org</u>, has a wide spectrum of information designed to help you. We suggest you begin by visiting the "If You're an Employer" section of the site.