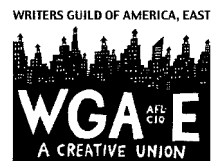


WRITERS GUILD OF AMERICA

**ARTISTS' MANAGER
BASIC AGREEMENT
OF 1976**



WRITERS GUILD OF AMERICA, WEST
7000 WEST THIRD STREET
LOS ANGELES, CALIFORNIA 90048



WRITERS GUILD OF AMERICA, EAST
555 WEST 57TH STREET
NEW YORK, NEW YORK 10019

THIS AGREEMENT (herein called "basic agreement") entered into between WRITERS GUILD OF AMERICA, EAST, INC. and WRITERS GUILD OF AMERICA, WEST, INC. on the one hand, and ARTISTS' MANAGERS GUILD,* on the other (each of which is sometimes herein referred to as a "principal party"),

WITNESSETH:

WHEREAS Writers Guild of America, East, Inc. (WGAE) is a non-profit New York corporation and Writers Guild of America, West, Inc. (WGAW) is a non-profit California corporation; WGAE and WGAW are labor organizations whose memberships consist of persons engaged in rendering services as writers in the fields of radio, television or motion pictures within the jurisdiction of WGAE and WGAW and in selling, leasing, licensing, assigning or otherwise disposing of literary materials or any rights therein (herein and in Rider W called sale of literary material) in the fields of radio, television or motion pictures. WGAE and WGAW by agreement act as one organization and therefore unless otherwise indicated in this agreement and in the form marked 1976 Rider W (attached hereto and made a part hereof and hereinafter referred to as Rider W) may be referred to collectively as Writers Guild of America or WGA;

WHEREAS Artists' Managers Guild (AMG) is a non-profit California corporation whose membership consists of persons acting as Artists' Managers, Agents or Representatives (herein referred to as "Artists' Managers") for various persons, including but not being limited to writers rendering services in the fields of radio, television or motion pictures within the jurisdiction of WGA, and selling literary materials in the fields of radio, television or motion pictures;

WHEREAS the principal parties desire that a Code of Fair Practice be promulgated to introduce more uniform procedures into the relationship between WGA members and Artists' Managers who may elect to subscribe to such Code, to foster constructive practices in such relationships, and to minimize or eliminate any practices now mutually deemed undesirable in such relationships. The parties have adopted the provisions of this basic agreement and Rider W (referred to in the first paragraph of this agreement) as the means of achieving that end.

NOW, THEREFORE, the following shall be the agreement between AMG on the one hand and WGA on the other, and shall also be an agreement with such Artists' Managers as may subscribe hereto and by such subscription assume the obligations hereof:

1. DURATION AND TERMINATION.

(a) This agreement shall commence on September 22, 1976 and continue in effect until terminated as herein provided; provided, however, that any of the three principal parties shall have the right at any time to propose changes, amendments and modifications either in this agreement or in Rider W. Any such changes, modifications and amendments shall be thoroughly discussed and before they become effective must be agreed to by all three principal parties. Any changes, modifications and amendments agreed to by the principal parties will bind only subscribing Artists' Managers who agree thereto. Termination shall be by written notice and shall not be effective until the expiration of one (1) year from the date of service of such written notice of election to terminate, which notice may not be served prior to September 22, 1980. Proposals for a New Basic Agreement shall accompany notice of termination.

(b) If any of the three principal parties hereto elects to terminate this agreement as in subparagraph (a) above provided, any such termination shall be effective only as to the principal party so electing and this agreement shall remain in full force and effect with respect to the other principal parties hereto.

(c) Any material breach of this agreement by either WGAE or WGAW shall be imputed to the other. If either WGAE or WGAW materially breaches this agreement and as a result thereof AMG elects to terminate same (assuming it has a legal right to do so) such termination shall be effective as against both WGAE and WGAW. Either WGAW or WGAE or both may terminate this agreement for material breach by AMG.

(d) A standing committee of not more than twelve (12) members shall be appointed to consider and recommend to the principal parties proposed changes, modifications and amendments to this agreement and to Rider W. Recommendations by the standing committee shall be given due consideration by the principal parties hereto and every reasonable effort made to comply therewith but such recommendations shall have no binding force or effect on any of the principal parties to this agreement. AMG shall appoint six and WGAW and WGAE shall each appoint three representatives to the Committee.

The members appointed to the standing committee shall be equally divided between the East and the West. Meetings of the standing committee shall be held at a time and place mutually convenient to the standing committee members. One member representing each of the principal parties shall constitute a quorum at a meeting of the full standing committee.

The members of the standing committee residing in the East shall constitute the Eastern subcommittee. The members of the standing committee residing in the West shall constitute the Western subcommittee. The subcommittees shall meet

*California Labor Code Sec. 1077.2 et seq were amended effective January 1979 to change the terminology "artists managers" to "talent agencies". Artists Managers Guild has changed its name to Association of Talent Agents. Wherever "artists manager(s)" appears in this agreement including its exhibits and Rider W, it shall be deemed to mean and include "talent agent(s)" or "talent agency(s)".

in their respective areas at a time and place mutually convenient to the subcommittee members. One member representing AMG and one member representing WGAW shall constitute a quorum at a meeting of the Western subcommittee. One member representing AMG and one member representing WGAE shall constitute a quorum at a meeting of the Eastern subcommittee.

2. INDIVIDUAL CONTRACTS – RIDER W.

This agreement is entered into for the benefit of members of WGA both present and future, and for the benefit of all Artists' Managers who subscribe to this agreement, including but not being limited to members of AMG, both present and future, who subscribe to this agreement. Each subscribing Artists' Manager agrees that in dealing with WGA members Rider W shall be deemed to be a part of any Artists' Manager contract between the subscribing Artists' Manager and a WGA member covering his services as a writer in the fields of radio, television or motion pictures within the jurisdiction of WGA and the sale of his literary materials in the fields of radio, television or motion pictures, whether Rider W is physically affixed to said contract and whether such contract be in existence on the date the Artists' Manager executes this agreement or thereafter. Where Rider W is not physically affixed to such Artists' Manager contract, such contract may contain appropriate reference to the applicable form of Paragraph 4 of Rider W and any names of persons inserted in connection with such reference shall have the same force and effect as if inserted in Paragraph 4 of Rider W or Artists' Manager may otherwise notify writer of the names inserted. The provisions of Rider W shall not be retroactive, but shall become effective as of the date the Artists' Manager subscribes to this agreement or to the prior letter agreement dated October 26, 1976 as of September 22, 1976. As to contracts in existence on the date each Artists' Manager subscribes to this agreement, the 90 day period referred to in Paragraph 7 of Rider W, and all of the other provisions thereof, shall commence on such subscription date, provided, however:

(a) With respect to any Artists' Manager contract between a Writer and an Artists' Manager executed prior to the effective date of this agreement, the Writer may serve a written request on the Artists' Manager requesting that the names of persons be inserted in Paragraph 4 of Rider W and, upon receipt of such request, the Artists' Manager will insert therein the names selected by Writer. Any failure on the part of the Artists' Manager to insert said names without prior written request from the Writer shall not be deemed to be a breach of such Artists' Manager contract or Rider W and, until such request is made and such names are so inserted, the provisions of said Paragraph 4 shall not be effective for any purpose as to prior-executed representation agreements.

(b) The modification of the length of the term of Artists' Manager contracts as set forth in Paragraph 1 of Rider W shall not apply to contracts existing on Artists' Manager's subscription date, provided that the remaining term of existing contracts may not be longer than a period of two and one-half (2½) years from June 5, 1975. As to literary materials delivered by Writer to the Artists' Manager prior to such subscription date, the one (1) year period referred to in Paragraph 1(c) of Rider W shall be deemed to commence on the subscription date.

(c) Any act or omission of an Artists' Manager prior to the date of subscription to this agreement shall be deemed a breach of an Artists' Manager contract only if it would have been a breach of such contract as it existed, that is, without Rider W, at the time of such act or omission. In other words, the modification of an Artists' Manager contract by the provisions of Rider W is not retroactive as to acts or omissions before the date of subscription to this agreement by an Artists' Manager.

(d) With respect to Commissions on residual compensation, the right to such commissions on all employment contracts entered into after September 22, 1976 including contracts entered into prior to the subscription date hereof will be governed by Paragraph 3 (d) of Rider W.

(e) Terms and provisions of the 1976 Basic Agreement shall apply to all representation agreements now in effect, except as provided in Subparagraph 1(f) of Rider W, except as hereafter expressly stated, and except that the 1964 Agreement shall continue to govern the rights, including commissions, and duties of writers and Artists' Managers with respect to deals negotiated for writers prior to the effective date of the 1976 Basic Agreement.

3. ARBITRATION.

(a) In the event of any controversy between any of the parties hereto, including subscribing Artists' Managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceeding.

(b) An arbitration tribunal shall determine all controversies submitted. If WGA contends that a subscribing Artists' Manager has committed a material breach of this agreement and the arbitration tribunal determines such contention to be a fact, the arbitration tribunal shall have power to determine the appropriate penalty for such breach up to and including removal from the list of subscribing Artists' Managers, provided, however, that any casual or inadvertent breach by an Artists' Manager shall not be deemed a breach of this agreement and, in no event, may an Artists' Manager be removed from the list of subscribing Artists' Managers unless the arbitration tribunal shall determine that the breach is such that it should disqualify the Artists' Manager as being fit to engage in the business of an Artists' Manager. No breach of this

agreement by an Artists' Manager shall be considered material unless within ten (10) days after WGA acquires knowledge thereof, or of facts sufficient to put WGA upon notice of any such breach, WGA serves written notice thereof upon the Artists' Manager and the Artists' Manager does not cure said breach within twenty (20) days after receipt of such notice. AMG and WGA shall each be entitled to participate in any arbitration proceeding involving a subscribing member of AMG. If any subscribing Artists' Manager is removed from the list of subscribing Artists' Managers, such action (as distinguished from the grounds for such action) shall not of itself be cause for termination of any contracts between such subscribing Artists' Manager and his clients; and the pendency or determination of any such arbitration shall not prevent or impede any arbitration or other proceeding between a Writer and such subscribing Artists' Manager relating to the same or other subject matter.

(c) All awards shall be final and neither WGA, AMG, nor any subscribing Artists' Manager who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

(i) having the award confirmed by law; or

(ii) objecting to such proposed confirmation on the grounds permitted by law, provided, however, that

where an injunction, specific performance, declaratory relief or other similar equitable relief is sought, any of the principal parties may have recourse to the courts notwithstanding the provisions of this subparagraph.

4. NO INTERFERENCE WITH ACTIVITIES UNDER THIS AGREEMENT.

(a) It is agreed that (except in conformity with an arbitration award or court decision pursuant to Paragraph 3 hereof) neither WGA nor AMG as organizations or by a combination of any or all of the members of any of the organizations, operating through any instrumentality of such organizations, will, directly or indirectly, prior to the effective termination date of this agreement, pass any rule, establish any policy, enact any by-law, make any order or take any step, official or unofficial (whether any such action purports to be effective before or after the effective termination date of this agreement), which will, directly or indirectly, affect this contract, Rider W, or any relationship of subscribing Artists' Managers with WGA's members, or which may or will tend to otherwise affect any rights of WGA, AMG or any then subscribing Artists' Manager to contract or otherwise deal freely with one another in connection with the rendition of writers' services within the jurisdiction of WGA or the representation of literary materials, or which will in any way subject subscribing Artists' Managers to any discrimination whatever in dealing with WGA's members prior to the effective date of termination of this agreement as herein provided. None of the three principal parties hereto (WGAE, WGAW and AMG) will evade, circumvent or violate, or seek to evade, circumvent or violate the provisions of this paragraph, either directly or indirectly, nor will any of the four principal parties hereto permit such evasion, circumvention or violation through channels of any controlled, allied or affiliated person or organization.

Each party to any litigation or arbitration shall bear its own costs, expenses and legal fees. In the case of an arbitration, the cost of the third arbitrator referred to in the Rules Governing Arbitration and the cost of arbitration facilities shall be divided equally among the parties to the arbitration.

(b) Nothing herein shall impose any obligation on WGAW, WGAE or AMG to refrain from notifying its respective members of the subject of disagreement, if any, during the course of negotiation or of the delivery of any termination notice and its effective date. Nothing herein contained shall prevent any principal party from communicating to its members and/or clients its views as to construction of this agreement, or differences of opinion among the principal parties respecting this agreement, or of preparations for negotiations for subsequent agreements, or of any other matters relating to the concern and interests of such members and clients. However, no party shall by means of such communication, request or suggest a course of action for or induce its members to act in any way that would constitute a breach of this agreement or of the individual agreements between Artists' Managers and writers.

(c) During the term of this agreement WGAW agrees not to enter into any contract, agreement or arrangement (hereinafter referred to as a more favorable agreement) with any other person, firm or corporation which will confer upon such person, firm or corporation any benefit within the scope of this agreement and in the sphere of the relationship between WGA members and Artists' Managers functioning as such, which Artists' Managers subscribing hereto do not have or which benefits are not given to Artists' Managers subscribing hereto by WGAW contemporaneously with WGAW's conferring any such benefits on any other such person, firm or corporation. If WGAW does enter into any more favorable agreements, all subscribing Artists' Managers shall automatically be given the benefits thereof. This Paragraph 4(c) shall not apply with respect to any agreement in existence prior to the subscription date of this agreement by the principal parties between WGAW and any person, firm or corporation, nor shall this Paragraph 4(c) apply to a more favorable agreement between WGAW and any Artists' Manager which shall have an agreement with WGAW as of said subscription date unless and until such Artists' Manager shall subscribe hereto, whereupon this Paragraph 4(c) shall apply with respect to any more favorable agreement thereafter entered into between WGAW and any such Artists' Manager. This Paragraph 4(c) shall apply to WGAE upon its subscription to this agreement provided, however, that this Paragraph 4(c) shall not bind WGAE

as to more favorable agreements entered into by WGAW nor bind WGAW as to more favorable agreements entered into by WGAE unless both WGAW and WGAE shall enter into the same or identical more favorable agreements. Any agreement between Writers Guild of America, East, Inc. (WGAE) and Incorporated Society of Authors' Representatives (SAR) entered into during the term hereof shall not be deemed a more favorable agreement hereunder.

5. AGREEMENT VOLUNTARY.

Nothing herein contained shall require WGA to compel its members to be represented by subscribing Artists' Managers nor shall anything herein contained require any of AMG's members to become subscribing Artists' Managers or bind them to this agreement unless individual AMG members subscribe hereto.

6. SCOPE OF AGREEMENT.

This Agreement and Rider W shall be applicable to and shall govern the relationship between the Artists' Manager and Writer with respect to the Writer's services and with respect to literary materials as defined herein (and shall not govern the relationship between an Artists' Manager and Writer in other areas), as is herein provided. As used herein, the term "Writer" shall be deemed to mean any writer who is a member of the WGA and who is either an American citizen (regardless of where such writer may be resident) or who is a resident of the United States of America (regardless of whether such writer is an American citizen), and shall be deemed to include and govern the representation by Artists' Manager of "Loan-out companies" (as such companies are defined in Article 3 of the 1973 WGA-MBA) and all employment and materials agreements of writers made through loanout agreements. As to writers who are members of the WGA but who are neither American citizens nor residents of the U.S.A., this agreement and Rider W shall apply to any employment for services rendered or to be rendered in the U.S.A. and to the sale of literary materials entered into in the U.S.A. where such services or sale would be within the scope of this agreement but for the lack of United States residence or citizenship of the writer.

(a) **Services.** The Basic Agreement and Rider W shall govern and be binding upon subscribing Artists' Managers and Writer-Clients of an Artists' Manager who are members of the WGA with respect to the representation of such Writer's services rendered in the fields of radio, television or motion pictures. AMG shall not be deemed to have approved or disapproved of either the scope or any of the terms of WGA's collective bargaining agreements.

Neither the Basic Agreement nor Rider W shall relate to the representation of a Writer's services except as provided above. When a WGA member performs multiple services which include services other than writer services (whether or not any other guild or union has jurisdiction over the non-writing services), the provisions of this agreement and Rider W shall apply only to the writing services and shall not apply to non-writing services.

(b) **Materials.**

A. The Basic Agreement and Rider W shall govern and be binding upon subscribing Artists' Managers and Writer-Clients of Artists' Managers who are members of WGA with respect to representation by Artists' Manager of literary materials as hereinafter defined. As used herein, the term "literary materials" shall mean literary materials, written by the Writer, of all kinds and forms written under employment or available for sale in the fields of radio, television or motion pictures, excluding only materials initially written for a medium other than radio, television or motion pictures, and previously sold, published or produced in such other medium. Neither the Basic Agreement nor Rider W shall cover or govern the representation of literary materials in any other areas including, without limitation, the publishing field and the legitimate stage field.

B. Any specific literary materials as to which rights therein are sold, leased or licensed in a field other than radio, television or motion pictures prior to any sale in the fields of radio, television or motion pictures shall conclusively be deemed to be excluded from the term literary materials within the meaning of the Basic Agreement and Rider W as of the date of such sale. A sale which contains a grant of radio, television and/or motion picture rights subsidiary to a primary grant of other rights shall be deemed to be a sale in a field other than radio, television or motion pictures.

C. During such periods of time as a Writer-Client has instructed the Artists' Manager in writing not to solicit a sale (and the Artists' Manager has not solicited any sale) of specific literary materials in the fields of radio, television or motion pictures, the one-year period referred to in Paragraph 1 (c) of Rider W shall be deemed not to run. Notwithstanding the immediately preceding sentence, however, and subject only to Paragraph 6 (b) B above, any sale of such literary materials in the fields of radio, television or motion pictures and any solicitation for such a sale of such literary materials shall be governed by the Basic Agreement and Rider W, and the terms and conditions of the Basic Agreement and Rider W shall apply thereto including, without limitation, the provisions relating to maximum commissions, fiduciary obligations, correspondent agents and arbitration.

D. Subject to subparagraph B above, with respect to literary materials specifically written for legitimate stage production or as a novel, the one-year period specified in Paragraph 1 (c) of Rider W shall not commence to run until the date upon which such literary materials are offered for sale in the fields of radio, television or motion pictures.

E. A solicitation for a sale limited to obtaining pre-production financing for a stage production shall not be deemed to be a solicitation of a sale in the fields of radio, television or motion pictures within the meaning of subparagraph C above nor shall any such solicitation be deemed to be an offering for sale in the fields of radio, television or motion pictures within the meaning of subparagraph D above.

F. Joint Property. When two (2) or more Writers jointly create a property and they do not have the same Artists' Manager, the Writers may select which Artists' Manager will represent the property, and the Artists' Managers shall share the overall commission. In no event will Writers pay more than a total of ten percent (10%) commission on any sale or license of the property.

(c) Package Representation.

A. WGA has asserted that the services of Writers in the fields of radio, television and motion pictures are connected with and affected by the packaging representation of Writers and others by Artists' Managers, that the representation of Writers' services and the obtaining of employment for Writers is affected by such packaging representation of Writers and others, and that WGA has a legal right to bargain collectively on such subject with AMG and Artists' Managers. AMG and its members have in turn asserted that under the law, as they are informed the law applies to the present situation, labor organizations may not collectively require Artists' Managers to agree to the regulation of the representation of Writers and others as owners of television packages, hereinafter referred to as "packaging representation agreements". The parties hereto agree that nothing in this agreement or in Rider W shall be deemed to affect or prejudice the respective positions of WGA or of AMG and its members as to said difference of position.

The arrangements set forth in this agreement and Exhibit N, so far as they affect packaging representation, constitute a mutual voluntary accommodation by each party of the practical needs which each party considers its members may face with respect to the arrangements under which Artists' Managers represent writers for services or sale of literary materials or for packaging and then only with respect to Writer-members of the WGA in their writing capacities who are represented by the subscribing Artists' Manager and whose writing services and/or materials are or may be utilized in connection with a package program represented by the same Artists' Manager. Subject to the provisions of this paragraph 6(c) and Exhibit N, the parties specifically agree that any member of the WGA and any subscribing Artists' Manager shall be free to contract one with the other on any terms as to which they may agree regarding the representation of television or radio package programs, as distinguished from the representation of a Writer's services or literary materials.

B. An Artists' Manager who desires to enter into packaging representation agreements with Writers or who represents Writer-clients in the submission of their writing services and/or materials to a package program also represented by the Artists' Manager, shall annually pay a franchise fee (herein referred to as a "Negotiator's Fee") to be used to fund the fees and cost of the WGA Negotiator, as hereafter described in Exhibit N. The fee for the first year shall be Two Thousand Five Hundred Dollars (\$2,500.00). Said annual fee shall be paid by the Artists' Manager as provided in Exhibit N and on each twelve (12) month anniversary hereafter, and no Artists' Manager may enter into a packaging representation agreement with a Writer and/or represent the Writer or his material in connection with a package program which the Artists' Manager represents unless said Artists' Manager shall have paid the annual Negotiator's Fee and shall agree to and shall be bound by the provisions of Exhibit N.

C. For purposes of this Paragraph 6(c), the fee, commission or compensation which may be received for the representation by an Artists' Manager of a television program or series or for the representation of a group of the major talent or star components of a television program or series (all hereafter simply "the package"), as distinguished from the representation of the Writer's services or literary materials, is termed "package commission". Package commission as used herein shall also include any and all fees, commissions and/or compensation (other than a percentage of the compensation paid to clients of the Artists' Manager for their services) based on or related to said Writers' services or materials connected with the package, including by way of illustration but not limitation "package fee", "sales fee", "finder's fee", "consultant's fee", or any other fee based on or related to the package. Nothing herein contained shall limit or affect, directly or indirectly, the amount of such "package commission"

D. An Artists' Manager who enters into such packaging representation agreements shall be contractually committed in substance to make available his services to the package owner-client.

1. In assisting his client in bringing together key elements of the package program with the purpose of creating a product for sale and be contractually committed to make available his services in assisting in the negotiation of agreements in connection therewith.

2. To advise and consult with the client as to the creation and/or development and/or production of the package program as such matters relate to the licensing or sale thereof.

3. In connection with soliciting and negotiating agreements with respect to the sale or exploitation of the package program and shall render advice to client with respect thereto.

Unless the Writer specifically agrees in writing, it shall be a violation of this agreement for any Artists' Manager to seek or obtain a commission or other fee from a person other than his Writer-client as part of the negotiation of employment or sale of material of or for said Writer. However, the foregoing sentence shall not be applicable where the Artists' Manager shall have previously agreed to represent the package program or has a packaging representation agreement with the Writer.

E. Artists' Manager shall not at any time require any Writer to sign a package representation agreement as a condition of representing said Writer for writing services or materials; but nothing herein shall prevent an Artists' Manager from requesting a Writer to sign a package representation agreement, provided that prior to or at the time of said request the Artists' Manager notified Writer of the WGA Negotiator and of the Writer's right to consultation with and representation by the Negotiator with respect to the Writer's negotiation and entry into any package representation agreement with the Artists' Manager. Except as described in Paragraph 7(g) of Rider W, a packaging representation agreement with a Writer shall terminate whenever a Writer's representation agreement for services terminates.

Notwithstanding the foregoing, it is further agreed that in the event the Basic Agreement is terminated prior to September 22, 1983, package representation agreements in effect at that time may remain in effect in accordance with their terms provided that the Writer, pursuant to his ownership of a package program covered by a package representation agreement, is then receiving from said package program not less than the respective sums referred to in Paragraph 7 of Rider W as amended by the 1976 Agreement. In all other cases, package representation agreements relating to a Writer's services and/or materials shall terminate on the date of termination of the 1976 Basic Agreement, but WGA will not prevent or issue any work rule or order prohibiting any member from executing a new package representation agreement during the period from the expiration of said 1976 Agreement until September 22, 1983, subject however, to the provisions of Paragraph 6(c) of this 1976 Agreement and Exhibit N.

F. A WGA-Agency Negotiator shall be designated by the parties as provided in Exhibit N. The Negotiator's functions, the rights of Writers with respect thereto, the funding of the cost of operation of the Negotiator, and the agreement of the parties with respect thereto are more fully set forth in Exhibit N hereto.

G. Artists' Manager shall not be entitled to and shall not receive any commission from a Writer-client based on the compensation received by said client from any package owner or client engaged in packaging who is represented by the Artists' Manager with respect to said package program.

H. Where Artists' Manager represents a package or packager, Artists' Manager shall not be entitled to any commission based upon Writer's services or materials in connection with a pilot script written for a package program represented by the Artists' Manager, whether said script is produced or not.

I. Notwithstanding the provisions of Paragraph 1(a) above, the provisions of this Paragraph 6(c) shall remain unchanged until September 22, 1983, except that there shall be an annual review of the Negotiator's function and of his funding, as provided in Exhibit N.

7. SEPARABILITY.

In the event that a court or governmental agency or body, with jurisdiction so to do, formally rules or declares that any part of this agreement or Rider W violates any law of the jurisdiction in which said court, governmental agency or body is located, any portion of this agreement or Rider W which violates said law shall be invalid, but this agreement and each Artists' Manager contract made or performable in said jurisdiction will continue to be enforceable between the Artists' Manager and the Writer concerning all provisions therein contained except only those set forth in this agreement and said Rider W which violate any such law.

8. ARTISTS' MANAGER'S FIDUCIARY OBLIGATIONS TO WRITERS — EXAMPLES.

A failure by the Artists' Manager to fulfill a fiduciary obligation shall not be deemed necessarily a material breach per se of the Basic Agreement or of Rider W nor shall anything herein prevent any principal party, Writer or Artists' Manager from showing in any arbitration or other proceeding any other fiduciary obligation or any facts relating to the alleged breach thereof. In the event there shall be a dispute with respect to any of the provisions of this paragraph, the arbitration provisions of Paragraph 3 hereof and Paragraph 2 of Rider W shall be applicable thereto.

(a) The Artists' Manager will not knowingly negotiate or approve on behalf of the Writer-Client any employment agreement or contract of sale of literary materials within the scope of Rider W if such employment agreement or contract violates a WGA collective bargaining agreement or working rule, a copy of which theretofore has been supplied by WGA to the Artists' Manager, unless the Writer-Client, after having been informed by the Artists' Manager of such violation, nevertheless expressly requests the Artists' Manager to so negotiate or approve.

(b) The Artists' Manager shall not require a Writer-Client to execute a release form with respect to any literary material owned by the Writer-Client submitted by such Writer-Client to the Artists' Manager, if such literary material is within the scope of Rider W. Nothing herein shall be deemed to prevent an Artists' Manager from submitting to the Writer-Client release forms required by any third party.

(c) The Artists' Manager shall not communicate to others information relating to the affairs of the Writer-Client which the Writer-Client has requested the Artists' Manager not to communicate to others. However, the foregoing shall not prohibit the Artists' Manager from divulging any information in the course of the Artists' Manager's testimony in court or arbitration or before a government body or official or accredited representative of a government body or official.

(d) Upon request by a prospective Writer-Client made during active negotiations between the Artists' Manager and such Writer-Client for a representation agreement, the Artists' Manager will disclose to said prospective Writer-Client the names of other writers represented by the Artists' Manager that the Artists' Manager reasonably and in good faith deems competitive to the prospective Writer-Client. However, such disclosures need not be in writing.

(e) The Artists' Manager shall act with reasonable diligence, care and skill at all times in the interest of his Writer-Client and shall not act against his Writer-Client's interest. He shall consult with said Writer-Client at reasonable times and intervals during normal business hours and shall advance and protect the interest of said Writer-Client in the radio, television and motion picture fields in which he is authorized to represent said Writer-Client under the terms of Rider W. The Artists' Manager shall act only within the limits of his authority and shall keep Writer-Client informed of the progress made on his behalf.

(f) At the written request of the Writer-Client, the Artists' Manager shall give the Writer-Client, in writing, information stating what efforts the Artists' Manager has made on behalf of the Writer-Client within a reasonable time preceding such request, and the Artists' Manager shall inform the Writer-Client of the status of all negotiations made on behalf of the Writer-Client during such period and reasonable details as to the terms of the deals being negotiated, if any. Such information shall include the names of persons talked to by the Artists' Manager on behalf of the Writer-Client with an approximate date of each such conversation.

(g) The Artists' Manager shall deliver to the Writer-Client or WGA at the Writer-Client's request, an extra copy of any employment contract of the Writer-Client supplied to the Artists' Manager by signatories to WGA's collective bargaining agreements.

(h) The Artists' Manager shall notify the Writer-Client promptly of all communications for the Writer-Client received by Artists' Manager, and with respect to credit notices shall notify the Writer-Client not later than the next following business day after receipt thereof by the Artists' Manager.

9. ADMINISTRATION OF RESIDUAL COMMISSIONS.

Upon written request of Artists' Manager, WGA will advise Artists' Manager of receipt of above-scale residual compensation monies received by Writer pursuant to employment contracts or contracts for the sale of literary material entered into subsequent to September 22, 1976, as reflected in WGA records. In no event will WGA be required to participate in any collection procedures against writers.

WGA agrees that, at the specific written request and authorization of a Writer-Client, it will mail checks for over-scale residuals and royalty plan payments to the Artists' Manager; said written request, signed by the Writer, shall specify the particular episode or episodes and series as to which the Writer is entitled to over-scale payments which he desires sent to the Artists' Manager. No casual or inadvertent breach of the provision relating to the mailing of checks to the Artists' Manager shall be deemed to constitute a breach hereunder by WGA.

10. DELIVERY OF CONTRACTS TO WGA.

Where the Artists' Manager enters into a written Artists' Manager's contract with a Writer-Client within the scope of Rider W, Artists' Manager, within fifteen (15) days after execution, shall furnish a copy thereof to WGA. WGA agrees to hold confidential all information obtained by it under the provisions of this paragraph. However, the foregoing shall not prohibit WGA from divulging any information in the course of testimony in court or arbitration or before a government body or official or accredited representative of a government body or official.

11. SIGNATORIES.

The terms and conditions of this agreement shall be applicable as to WGAW, WGAE and AMG upon the date of its execution by WGAW and AMG.

This agreement shall be effective as to each subscribing Artists' Manager on the date the Artists' Manager subscribes hereto.

At any time after Sept. 22, 1978, any subscribing Artists' Manager may withdraw from this agreement upon one (1) year's written notice thereafter given to WGA and AMG; provided, however, that such withdrawal shall not affect either the rights of WGA members or the rights of said subscribing Artists' Manager with respect to any Artists' Manager contracts in existence on the effective date of such termination.

12. SECTION HEADINGS.

The headings of paragraph sections and other sub-divisions of this agreement are for convenient reference only. They shall not in any way govern, limit, modify, construe or otherwise have any legal effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 22 day of October, 1976, as of September 22, 1976.

WRITERS GUILD OF AMERICA, WEST, INC.
(on behalf of itself and its affiliate),
WRITERS GUILD OF AMERICA, EAST, INC.

By s/ Leonard Chassman
Leonard Chassman

ARTISTS' MANAGERS GUILD

By s/ Marvin Faris
Marvin Faris

The undersigned subscribing Artists' Manager has read the foregoing and hereby undertakes the obligations and assumes the duties and privileges therein set forth.

ARTISTS' MANAGER

Date of execution

By _____

EXHIBIT N

This is Exhibit N to the 1976 Artist's Manager-Guild Basic Agreement between Writers Guild of America, West, Inc. (on behalf of itself and its affiliate), Writers Guild of America, East, the Artist's Managers Guild (AMG) and each Artist's Manager who signs said Agreement (sometimes herein referred to as the "1976 Basic Agreement").

1. The parties hereby establish the Negotiators Fund ("Fund") and agree to open a bank account with the Bank of America National Trust and Savings Association ("Bank"). All fees (referred to herein as "Negotiator fees") paid by Artist's Managers pursuant to paragraph 6(c) "Packaging Representation" of the 1976 Basic Agreement shall be payable to the "Negotiator's Fund" and deposited into the above account. Said fees shall be paid over to Aileen Backofen or her substitute as designated by the Guild (care of WGA) as custodian for such Fund, who shall deposit said fees. The payments to the Negotiator from said Fund shall be by check drawn on said account signed either by Marvin Faris or by Michael Franklin, or their successors. Additionally, and as may be required, AMG shall pay to and deposit in said Fund sums sufficient to maintain at all times a balance of not less than \$7,500.00 in said Fund, but the payments required to be made by AMG to said Fund shall be limited and governed by the following:

(a) The total amount which AMG shall be required to pay to maintain said balance of \$7,500.00 shall not, during the year September 23, 1976 to September 22, 1977, exceed the difference between the aggregate sum of the Negotiator fees deposited in said Fund and \$100,000.00. Although the parties at this time do not know how often the Negotiator's services will be used, the parties acknowledge that the spirit of this agreement requires that enough money be contributed annually by the subscribing Artist's Managers to fund the Negotiator's function.

(b) During any twelve (12) month period subsequent to September 23, 1977, AMG shall not be required to pay any amount into said Fund it being understood that the parties (including representatives of WGA and of each signatory Artist's Manager who has paid fees to the Fund) agree to meet 30 days prior to each anniversary date (September 23 of each year of the term of the Basic Agreement to which this Exhibit N is attached) to review the monetary requirements of the Fund for the ensuing year. Such review may include a decrease or increase of annual Negotiator fees from each Artist's Manager, and AMG's obligation to the Fund, if any is agreed to. During said review the parties shall be entitled to review the functions of the Negotiator as well as his performance. For purposes of determining revisions in the amount of annual Negotiator's fees and the function, performance, selection, appointment and/or substitution of a Negotiator or Alternate Negotiator, the parties to this Agreement shall have the following votes: ICM – one vote; WMA – one vote; all other Artist's Manager signatories, as a unit – one vote; WGA – one vote. However, whenever the vote would result in a reduction of the subscribing Artist's Manager's individual contribution to the Fund or the replacement or removal of a Negotiator, all agents as a unit shall have one vote. In the event of an impasse the parties agree to be bound by all of the provisions relating to the Negotiator fees, performance, function and identity as existed during the immediately preceding year. It is understood that if the decision during which the impasse occurs takes place during a particular year of the term of this Agreement that the phrase "immediately preceding year" shall be deemed to mean that current year.

2. The parties hereby designate Sol Rosenthal as Negotiator, and Stuart Glickman as Alternate Negotiator. Each of said Negotiators shall be required to execute agreements in which they agree to serve as Negotiator pursuant to this Exhibit N. Said Negotiators shall serve for the year September 23, 1976 to September 23, 1977, and each term of appointment shall automatically be renewed from year to year for annual periods unless the parties agree to a substitution or elimination of either the Negotiator or the Alternate Negotiator at any time or as provided in paragraph 1.(b). Appointment of a successor Negotiator and/or Alternate Negotiator shall be by majority vote of the parties as provided in paragraph 1.(b).

3. The Writer shall have the right to consult with the Negotiator and to have the Negotiator advise him, and, if requested, to negotiate on his behalf:

(i) Where an Artist's Manager desires a Writer client to sign a package representation agreement with it;

(ii) Where the Writer's Artist's Manager represents an existing or projected "package" program, and the Writer is offered employment or an offer is made to purchase from him literary materials (in accordance with the 1976 AMG-Guild Basic Agreement) in connection with or by the "package" program in which the Writer does not have an ownership interest.

At the request of the Writer in either of said situations, the Negotiator shall consult with the Writer and, if requested to do so, shall negotiate with the agency with respect to the Writer's terms of packaging representation or with the packager with respect to his employment or sale of such materials. The Negotiator shall serve the interests only of the Writer without charge to the Writer, it being understood that the Negotiator shall be compensated only from the Negotiator's Fund.

4. The Negotiator's fees shall be computed upon an hourly basis, his rates to be negotiated in advance by the Guild and AMG. Statements for services rendered by the Negotiator shall be submitted to the WGA. Such statements shall state in detail the services he has rendered and shall include the names of the Writers, and agencies and/or package owners involved in the

particular matter. Copies of Negotiator's billings shall be sent to AMG, and to the agency involved. Negotiator shall be paid by the Fund for such billing two weeks after receipt, unless the Guild, AMG or the agency involved protest the amount of said billing. In the event of a protest, the Negotiator's billing shall be investigated and based upon the facts a decision shall be made by Marvin Faris or Michael Franklin (or their respective successors); the first such protest decision shall be made by Marvin Faris and the second by Michael Franklin and such decision shall alternate between them thereafter. Any such decision shall be final and binding on all parties.

5. By accepting their position as Negotiator and Alternate Negotiator, the negotiators agree that the availability of their services to Guild members pursuant to the provisions of the 1976 Agreement and this agreement shall constitute a first priority over any other services rendered by either or both of them. In the event that the Negotiator is unavailable or otherwise disqualified to render services to a Writer entitled hereto, he shall promptly inform the Writer and the Alternate Negotiator, and the Alternate Negotiator shall render the services provided hereunder. Billing by and payment to the Alternate Negotiator shall be as provided for above in paragraph 4. for the Negotiator.

6. Where an Artist's Manager requests a Writer-client or a prospective Writer-client (member of WGA) to sign a package representation agreement in the field of TV packaging, the Artist's Manager shall, either then, or when the Artist's Manager seeks to represent a package program to be owned by the Writer-client utilizing such client's writing services or materials, provide such Writer with a letter in the following form. Artist's Manager agrees that as a matter of procedure Artist's Manager will present such letter to the Writer-client at the time Artist's Manager requests the Writer-client to sign a package representation agreement in the field of TV packaging; but Artist's Manager unintentional failure to do so will not constitute a breach of this agreement.

"You have the right to have the WGA Agency Negotiator consult with you and if you so request, to negotiate on your behalf with respect to the terms of any package representation agreement covering your writing services or materials which agency asks you to sign. If you do not desire the services of the Negotiator please check the box below and sign this letter before signing the package representation agreement offered to you for signature and return same to us.

Artist's Manager

I do not desire the services of the Agency Negotiator.

(date)

The name and address of the Negotiator is available at WGA."

A true and correct copy of said letter signed by the Writer shall be promptly furnished to the WGA.

7. If the Artist's Manager represents the owner or owners of a specific TV package program, or special, or episodic television series, and a Writer-client of the Artist's Manager is employed to write material or to sell or license material (whether a pilot, teleplay, story, or any other form of written material), said Writer-client shall be entitled to utilize the Negotiator to advise and consult with him and if requested to negotiate for him. Accordingly, the agency representation agreement which the Writer enters into with the agency pursuant to which the agency represents his services and/or materials as a Writer shall contain a Rider attached thereto containing the following language:

"You are entitled to call upon and use the services of the WGA Agency Negotiator in connection with any or all proposed agreements where we represent the owners of a package program and you are offered employment (or an offer is made to purchase or license your literary material) in connection with said package program. The Negotiator may be called in to assist and advise you and, if requested by you, to negotiate said employment agreement and/or material agreement on your behalf at no cost to you. However, you may give us in advance a blanket authorization to negotiate agreements with such package programs on your behalf without the participation of the Negotiator by checking the box below and affixing your signature in the space provided. Said blanket authorization may be rescinded by you with respect to any particular negotiation by your simply contacting the Negotiator at the time.

Artist's Manager

I do not desire the services of the Negotiator in the circumstances referred to above.

Client's signature

The name and address of the Negotiator is available at WGA."

8. The Negotiator agrees to promptly inform the Artist's Manager and the Guild of all negotiations, consultations and other specific situations in which he has been called in by a Writer in accordance with the provisions of this Exhibit N.

9. Nothing in this Agreement shall in any way prevent any Artist's Manager from representing the owners of package programs, specials or episodic TV series or any other program. However, Artist's Manager shall first pay the Negotiator's fee before representing a Writer represented by the Artist's Manager for his employment or the sale of his materials under the circumstances covered by paragraph 6.(c) of the AMG-WGA Basic Agreement. Subject to the immediately preceding sentence any Artist's Manager-signatory to the 1976 Basic Agreement may pay to the Fund his first Negotiator's fee at any time during the term of said Agreement and his continued representation of TV packages thereafter shall be subject to the payment of annual Negotiator's fees on the anniversary date.

EXHIBIT Z

Writers Guild of America, West, Inc.
Writers Guild of America, East, Inc.
7000 West Third Street
Los Angeles, CA 90048

Gentlemen:

Reference is made to the Writers Guild of America – Artists’ Manager Basic Agreement of 1976, to which this letter is Exhibit Z, and to Paragraph 8 of 1976 Rider W which is attached to said Basic Agreement and is to be attached to all contracts between Writers and Artists’ Managers.

Subparagraphs (iv) and (v) of said Paragraph 8 (a) of said Rider W are therein stated as follows:

“8. MISCELLANEOUS (a) The attached contract may be terminated by Writer other than by reason of expiration of such contract for any of the following causes:

* * * * *

“(iv) If Artists’ Manager during any strike by WGA obtains employment or makes the sale of any literary material for any writer with a producer or other person as to whom WGA is on strike.

“(v) If Artists’ Manager represents a Writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA’s welfare.

* * * * *

“SUBPARAGRAPHS (iv) AND (v) ABOVE (OR SUCH VERSION THEREOF AS IS APPROVED PURSUANT TO EXHIBIT Z) SHALL BECOME EFFECTIVE ONLY UPON THE RULING OF A NEUTRAL ARBITRATOR PURSUANT TO EXHIBIT Z OF THE BASIC AGREEMENT.”

We have agreed to submit to a neutral arbitrator the question of whether the above provisions may be validly enforced consistent with all relevant statutes and law, both Federal and State. We have further agreed that in the event that said provisions as presently drafted may not be validly enforced, the said arbitrator, as draftsman for the parties, may draft substitute provisions (subject, however, to the restrictions and limitations hereinafter set forth) which he believes may be validly enforced, and, if and to the extent that he does so, said substitute provisions shall be binding upon each of us and shall become part of Rider W. However, if said arbitrator rules that said subparagraphs (iv) and (v) may be validly enforced as set forth herein, the same shall be binding upon all of us as hereinabove set forth.

In making his determination of the validity of said subparagraphs, the arbitrator shall be subject to the following assumptions and conditions:

1) The arbitrator shall assume that the Guild shall be obligated to and shall notify in writing the Artists’ Manager referred to in each of said subparagraphs of the existence of any strike and of the identity of any “producer or other person as to whom WGA is on strike,” or of the identity of any “writer who has been denied membership in the Guild or whose membership has been revoked by reason of facts prejudicial to the Guild’s welfare,” and that said Artists’ Manager shall be entitled to rely and shall rely on such facts supplied by the Guild.

2) The arbitrator shall assume that said subparagraphs are and each of them is qualified by the language of Paragraphs 8 (b) and 8 (c) of Rider W as follows:

“8 (b) If a Writer serves a notice of termination for any of the above stated reasons, such termination shall become final upon the expiration of ten (10) days (excluding Saturday, Sunday and holidays) following the serving of such notice unless within such ten (10) days Artists’ Manager shall protest such notice. In the event that Artists’ Manager does protest such notice the determination of the existence of grounds for termination shall be made pursuant to the Rules Governing Arbitration of the Basic Agreement. If the Artists’ Manager protests a notice of termination under either Paragraphs 8 (a) (iv) or (v) or any approved version thereof, and if in the resulting arbitration it is determined that the Writer had grounds for termination thereunder then the Writer’s termination shall not be effective if the Artists’ Manager, within two business days after receipt of the arbitrator’s written award, terminates the representation (within the scope of the Basic Agreement) of the individual who is the subject of the basis for termination.

“(c) (i) It is expressly acknowledged that strikes of WGA and acts of members prejudicial to WGA’s welfare (referred to in Paragraphs 8 (a) (iv) and (v) do not and shall not include strikes and acts which have occurred prior to the subscription to the Basic Agreement by Artists’ Manager and that the provisions relating thereto do not and shall not relate to representation of any person in any bona fide capacity other than that of a Writer within the scope of this Rider W.

“(ii) Writer shall not have the right to terminate the attached contract pursuant to Paragraphs 8 (a) (iv) or (v), or any approved version thereof, until after Artists’ Manager shall have received written notice of the working rule involved, of the fact of a strike and the name of the producer against whom WGA is on strike, or of the fact that a client has been expelled or denied admission to membership in WGA.

“(iii) Writer may not terminate pursuant to the provisions of Paragraphs 8 (a) (iv) or (v), or any approved version thereof, unless

- (1) Writer serves written notice upon Artists’ Manager of his intent to terminate, and
- (2) Artists’ Manager fails, within ten (10) days to terminate its materials representation and services representation agreements within the scope of the Basic Agreement with the writer who is the subject of the basis for termination.

“(iv) Artists’ Manager on ten (10) days written notice may terminate this agreement if Artists’ Manager receives written notice from the WGA that Writer has been determined by WGA in accordance with its Constitution and By-Laws to have violated a WGA working rule or strike order or has been expelled by or denied membership in WGA. Such notice shall be conclusive upon Artists’ Manager and Writer as to the facts stated therein. The effect of any such termination shall be as determined by the neutral arbitrator in accordance with Exhibit Z of the Basic Agreement. It is further agreed that during the term of the attached contract Writer shall not breach any restraining orders or working rules of WGA and any such breach of the nature described in Paragraphs 8 (a) (iv) and (v) shall constitute cause for Artists’ Manager to terminate said attached contract pursuant to these provisions.

“(v) Writer acknowledges and agrees that Artists’ Manager is under no obligation to obtain employment with or make the sale of any literary material to a producer or other person as to whom WGA is on strike.”

3) The arbitrator shall assume that the hearing and disciplinary procedure provided by WGA’s Constitution and By-Laws provide and will provide due process to WGA members and that any person whose membership has been revoked has been accorded due process by WGA.

4) In the event that after the Guild’s notification the Artists’ Manager shall terminate the Writer referred to in subparagraph (iv) or (v) of Paragraph 8 (a) of Rider W, the arbitrator shall consider the subsequent rights and obligations of the Artists’ Manager to such terminated Writer to be the following:

(a) The Artists’ Manager shall have no further obligations or duties of any kind to such Writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but such Writer shall continue to be obligated to pay full commission to said Artists’ Manager in accordance with the provisions and during the term of the Artists’ Manager’s contract remaining (but for such termination) regardless of whether such earnings were attributable to employment or the sale of material procured by the Artists’ Manager.

If the arbitrator determines that subparagraphs (iv) and (v) are not validly enforceable because of the effect of subdivision (a) of this Paragraph 4, the arbitrator shall consider the effect of termination to be as set forth hereinbelow in subdivision (b).

(b) The Artists’ Manager shall have no further obligations or duties of any kind to such writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but should such Writer’s Guild membership be terminated as a result of the same facts giving rise to such a forced termination of the Writer’s agency contract, and subsequently such writer is admitted to membership in WGA or his membership in WGA is reinstated, then such Writer shall be obligated to reinstate such Artists’ Manager’s agency contract concurrently with such Guild reinstatement, and the remaining term of such agency contract shall be the period that such agency contract had to run as of the date of such forced termination to the same effect as if such term had been suspended and extended. If the arbitrator considers that such subparagraphs (iv) and (v) are not validly enforceable as a result of the effect of subdivision (b) of this Paragraph 4, the arbitrator shall consider the effect of termination to be as set forth hereinbelow in subdivision (c) of this Paragraph 4.

(c) The Artists’ Manager shall have no further obligations or duties of any kind to such Writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but should such Writer’s Guild membership be terminated as a result of the same facts giving rise to such a forced termination of the Writer’s agency contract, and, subsequently such Writer is admitted to membership in WGA or his membership in WGA is reinstated during the then unexpired term of such agency contract, such Writer shall be obligated to reinstate such agency contract concurrently with such Guild reinstatement but only for the then unexpired portion of the term of such agency contract, and if such agency contract would have expired by its terms prior to such Guild reinstatement there shall be no reinstatement of such agency contract.

If the arbitrator does not determine that subparagraphs (iv) and (v) are validly enforceable under the foregoing assumptions and conditions, he may revise the language of subparagraphs (iv) and/or (v) but only by restricting or limiting the same.

Such revisions, if any, may not operate to amplify or expand the scope of such provisions, but nothing herein contained shall prevent the arbitrator from revising the language to limit its application to particular fact situations, providing the foregoing conditions and assumptions are complied with with respect to said revisions. The arbitrator may also describe the purpose of said provisions and include such references to the radio, television and motion picture industry and the employment and representation of Writers therein as he deems appropriate, but such may not operate to amplify or expand the scope of the provisions. If the arbitrator finds that subparagraphs (iv) or (v) or both are validly enforceable he must find the effect thereof shall be as set forth in preferential sequence to Paragraphs 4 (a), (b) or (c) hereof.

If we fail to agree upon a neutral arbitrator within 90 days of the signing of this Exhibit Z, then either party hereto may petition the Superior Court of the State of California for the County of Los Angeles that it appoint an arbitrator in this matter, and the order of the Superior Court appointing said arbitrator shall be final and binding upon the parties, all parties hereby waiving their right to appeal therefrom.

If this letter correctly sets forth your and our agreement respecting said provisions (iv) and (v), and the arbitration concerning same, would you please sign below.

Very truly yours,
ARTISTS' MANAGERS GUILD
MARVIN FARIS

AGREED TO:
WRITERS GUILD OF AMERICA, WEST, INC.
By LEONARD CHASSMAN

WRITERS GUILD OF AMERICA, EAST, INC.
By LEONARD WASSER

1976 RIDER W

TO BE ATTACHED TO CONTRACT BETWEEN

(Referred to herein
as "Writer")

and

(Referred to herein as
"Artists' Manager")

APPROVED BY WRITERS GUILD OF AMERICA



The contract to which this Rider W is attached (referred to herein as "the attached contract") is hereby amended in accordance herewith. The provisions of this Rider W shall amend the attached contract in accordance with the agreement between WGA and AMG dated as of September 22, 1976 (herein called the "Basic Agreement"), but only insofar as said contract deals with services by an Artists' Manager to or on behalf of a member of WGA in the rendition of his services as a Writer and/or sale of literary materials in the fields of radio, television or motion pictures within the scope of this Rider W as defined herein. In case of any conflict between the attached contract and any provision of this Rider W, the provision of this Rider W shall prevail with respect to matters within the scope of this Rider W; but only to the extent that such provision of this Rider W is more advantageous to the Writer than the provisions of the attached contract; and where any provision of the attached contract is more advantageous than a provision of this Rider W, then such provision of the attached contract shall prevail. It is understood that the terms and provisions of the attached contract are not modified in any way whatsoever by the provisions of this Rider W or the Basic Agreement as to matters not within the scope of this Rider W.

1. TERM:

The following provisions shall determine the length of the term of the attached contract:

- (a) The term for a services representation agreement, whether initial or otherwise, shall not exceed two years.
- (b) [omitted]
- (c) The term for an initial materials representation agreement (whether separate from or in addition to a services representation agreement with Writer) shall not exceed two (2) years. If Writer has the right to and does terminate the services representation agreement he shall concurrently have the right to terminate the materials representation agreement, and any such termination of the materials representation agreement pursuant to the foregoing shall only terminate the materials representation agreement within the scope of this Rider W and with the same effect as if such materials representation agreement had expired by its own terms. Nothing in the foregoing shall limit the Writer as to any other rights of termination of the materials representation agreement, or the effect thereof. This Paragraph 1 (c) shall be subject to the following:
 - (i) As used in the following subparagraphs, the term "delivery" shall be deemed to mean the physical submission, in accordance with the provisions of Paragraph 11 hereof, of a specific individual piece of literary material in form sufficient to enable the Artists' Manager to submit such piece of literary material to prospective purchasers.
 - (ii) If an agreement for the sale of a specific piece of literary material delivered to Artists' Manager during the term of the materials representation agreement is not entered into within the period of one (1) year after the date of such delivery, then either Writer or Artists' Manager thereafter shall have the right to give written notice to the other withdrawing said piece of literary material from further representation by Artists' Manager. Such withdrawal shall be effective fourteen (14) days after receipt by the party to whom such notice is sent and Artists' Manager shall have no right to any commissions with respect to any sale of said piece of literary material thereafter made, except as provided in Paragraphs 3 (e) (i) and 8 (e) of this Rider W. Nothing contained herein shall be deemed to restrict the Writer and Artists' Manager from agreeing in writing between themselves that a piece of literary material be deemed re-delivered to Artists' Manager, so that the one (1) year period may again commence to run.
 - (iii) In the event that Writer, after the withdrawal of a piece of literary material from further representation by Artists' Manager pursuant to subparagraph (ii) hereof, shall thereafter, during the term of a services representation agreement between Writer and Artists' Manager, enter into an agreement for the sale of such piece of literary material and in such

transaction Writer is required to render writing services within the scope of this Rider W and the Basic Agreement on or in connection with such piece of literary material, then Artists' Manager shall have no right to any commission with respect to any compensation paid to Writer for such services, provided that Artists' Manager hereunder shall not be required to render any services in connection with such agreement or its performance by Writer. The period of time during which Writer is engaged in rendering such services shall be eliminated in computing the ninety (90) day period referred to in Paragraph 7 of this Rider W.

(d) Termination or expiration of this Rider W shall not affect the obligation of the Writer to pay commissions to the Artists' Manager after such termination or expiration in accordance with the terms and provisions of the attached contract and this Rider W and shall not affect any terms and provisions of the attached contract not expressly covered by this Rider W.

(e) Notwithstanding the provisions of (a), (b) and (c) above, the attached contract between Writer and Artists' Manager shall in any event terminate not later than nine (9) months after termination of the 1976 Basic Agreement unless prior to the expiration of said nine (9) month period WGA and AMG enter into a new Basic Agreement; but this shall not affect the terms and provisions of this Rider W prior to the expiration of said nine (9) month period, nor shall it affect the obligation of Artists' Manager to continue to service Writer as to services contracted for and materials sold prior to such termination date, but continuing beyond such date, nor the right of Artists' Manager to collect all sums due under such contract, whether the payment obligation arises before or after such termination.

(f) Special provisions relating to initial representation agreements:

Writer shall have the right to terminate his initial representation agreements for services and/or materials with Artists' Manager by serving a written notice of termination at any time within eighteen (18) months from inception thereof, without cause, except that representation agreements which were in effect on June 5, 1975, shall, for purposes of this paragraph, be deemed to commence with June 5, 1975 and may continue until their expiration date but not later than December 5, 1977.

If the Notice herein provided for is served prior to eighteen (18) months from the inception of the representation agreement, then termination shall be effective at the expiration of said eighteen (18) month period.

Unless a Notice is served within the periods herein provided, the representation agreement shall continue for twenty-four (24) months, but subject to termination pursuant to any other provisions of the 1976 Basic Agreement if applicable. A representation agreement, whether initial or otherwise, shall not exceed two (2) years.

(g) The term of representation agreements made with writers who are not WGA members is not affected by this agreement, except that when such writer becomes a WGA member the eighteen (18) month provision in Subparagraph (f) shall apply prospectively commencing with the date he becomes a member.

2. ARBITRATION:

(a) All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists' Manager arising out of or in connection with this Rider W or the attached contract, as to its existence, its validity, construction, performance, nonperformance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be.

(b) In case of a dispute or controversy with respect to a discharge of the Artists' Manager or termination of the attached contract by the Writer, the arbitration tribunal shall determine whether such discharge or termination was justifiable or wrongful. The arbitration tribunal shall have complete discretion to determine the reasonableness or unreasonableness, or justification or wrongfulness, of the discharge or termination. If the arbitration tribunal determines that the discharge or termination was wrongful and that the Writer had no substantial grounds for such action the arbitration tribunal must require the Writer to pay the Artists' Manager the full amount of commission stated in the attached contract and if the Writer elects the Artists' Manager must render services to the Writer with respect to contracts for which commissions are payable as long as the Artists' Manager receives commissions from the Writer.

3. COMMISSIONS:

(a) Commissions may be paid on initial compensation paid to the Writer, except that no commissions whatsoever shall be paid on minimum pre-production payments on comedy-variety programs. As used herein, "Initial Compensation" shall mean the initial (sometimes called "up front") compensation (including the initial minimum payments included therein but not including minimum residuals, supplementary or additional compensation pursuant to a WGA-MBA) agreed upon in the individual employment or acquisition contract. Except as provided in the two (2) immediately preceding sentences, no commissions shall be paid by Writers on any minimum payments (including, but not by way of limitation, residuals, and

supplementary or additional compensation of any kind pursuant to Articles 14G, 15, 16, 51 of the 1973 or corresponding provisions of subsequent WGA-MBAs) made to them pursuant to a WGA-MBA. Commission may be paid by the Writers on amounts received by them in excess of minimums, but such commissions (on such minimum payments plus such excess) shall in no event reduce the monies received by the Writer to a sum less than the minimums provided for in the applicable WGA-MBA for the services of said Writer and/or for the particular use made of his materials. Notwithstanding the foregoing, commissions may be paid on monies received by the Writer on publication deals which have been negotiated by the Artists' Manager and on that portion of the monies which are in excess of Twenty-Five Thousand Dollars (\$25,000.00) paid to the Writer for theatrical rights in original material written by him for television. The provisions of this paragraph shall not impair the right of Artists' Manager to receive commissions on deals negotiated for the Writer prior to the effective date of the 1976 Agreement. Except as set forth above or by the provisions of Paragraph 6 (c) (Package Representation) of the Basic Agreement, Artists' Manager's fee, commission or compensation based on or related to the representation of a Writer's services or materials shall in no case exceed ten percent (10%) of the Writer's compensation for said services or materials, provided, however, that the foregoing limitation shall not apply to the following cases:

- (i) If the Writer has failed to disclose to the Artists' Manager the existence of any prior Artists' Manager contract or relationships under which a claim for commissions might or could be asserted against the Writer.
- (ii) If, after the execution of the attached contract, the Writer incurs an obligation or obligations for commissions to others, without the consent in writing of the Artists' Manager.

(b) Any monies or other consideration received by the Writer, or by anyone for or on his behalf, in connection with any termination of any employment contract or contract of sale of literary material of the Writer by virtue of which the Artists' Manager would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any award of compensatory damages in litigation arising out of any such contract, shall also be monies in connection with which the Artists' Manager is entitled to the aforesaid percentage; provided, however, that in such event the Writer shall be entitled to deduct attorney's fees and court costs before computing the amount upon which the Artists' Manager is entitled to his percentage, and said percentage shall not be paid on that portion of the money or consideration which represents compensation on which the Artists' Manager would not be entitled to commission by virtue of any other provision of this Rider W or of the Basic Agreement.

(c) Except as may be expressly provided herein to the contrary, the obligations of the Writer with respect to the computation, extent, period, and manner of payment of commissions by the Writer to the Artists' Manager with respect to any and all payments or other compensation resulting from any contract, employment, engagement or assignment of the Writer, or any other matter or thing pertaining thereto, shall be determined in accordance with the provisions of the attached contract.

(d) With reference to deals in effect at the time this representation agreement begins, the Writer shall designate whether existing deals are or are not to be commissionable by the Artists' Manager in the future. The Writer will check "YES" or "NO" and initial the appropriate box or notation. (If the Writer fails to check and initial "YES" he shall be deemed to have checked and initialed "NO".) Under no circumstances may this result in the Writer being required to pay more than a total of ten percent (10%) commission to one (1) or more Artists' Managers.

To Be Commissionable <input type="checkbox"/>	<u>Existing Deals</u> Check One	Not To Be Commissionable <input type="checkbox"/>
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(e) Commissions after expiration or termination (both hereafter referred to simply as "termination") of a representation agreement:

- (i) The Artists' Manager's right to commission on compensation received under any employment agreement of Writer which was in effect and subject to commissions at the time of termination of the representation agreement, shall continue during the term of said employment agreement, but subject to the following:
- (ii) If the Writer's employment agreement terminates within one (1) year after termination of the representation agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted, or modified employment with the same employer (hereafter simply "the renewed employment"), the Artists' Manager may continue to be entitled to commissions for the term of the renewed employment but in no event for a period longer than one (1) year after the commencement of the renewed employment.
- (iii) If at the time of termination of the representation agreement the Writer is employed under an employment agreement which contains an option or options on the part of the employer to continue the Writer's employment at the same or improved terms and conditions, the Artists' Manager shall continue to have the right to receive commissions on said additional option pick-up employments, based on the compensation specified in the employment agreement as it existed at the time of termination (i.e., not including newly negotiated improvements in option periods.)

- (iv) In every case, including but not limited to those referred to above in (i), (ii) and (iii):
- a. Artists' Manager's commission shall be based on the amount of compensation which was provided for the Writer under the employment agreement at the time of termination of the representation agreement. The new Artists' Manager or the Writer, as the case may be, shall be entitled to commissions on or retention of commissions as to increased compensation or improvements in the employment agreement negotiated after the termination of the representation agreement.
 - b. If the Writer enters into a representation agreement with another Artists' Manager at the termination or expiration of his agreement with the prior Artists' Manager, which provides for services and commissions with reference to said employment agreement, the prior or terminated Artists' Manager's commission shall be reduced accordingly, but not below five percent (5%). Said reduction in the case of term employment agreements shall not occur prior to one (1) year after the termination of the representation agreement; in the case of employment agreements with options, said reduction shall not occur before the expiration of the option period then current at the time of the termination of the representation agreement. Said reduction shall not apply to freelance deals. Said reduction shall not apply where the Writer's new Artists' Manager (or any employee of such new Artists' Manager where said employee was the individual agent of the Writer), during the Writer's immediately preceding agreement with the prior or terminated Artists' Manager, represented the Writer on a regular basis under the terminated or expired representation agreement.
 - c. In no case may the Writer incur commission obligations totalling in excess of ten percent (10%) to one or more Artists' Managers except as per Paragraph 3 (a) above.
- (v) The Artists' Manager's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation agreement; but whenever said profit participations, royalties, or other continuing payments are contingent on the rendition of further services by the Writer, then Artists' Manager shall share his commissions with a subsequent Artists' Manager as provided in 3 (e) (iv) b. above.
- (f) WGA agrees that, at the specific written request and authorization of Writer, it will mail checks for over-scale residuals and royalty plan payments to the Artists' Manager; said written request, signed by Writer, shall specify the particular episode or episodes and series as to which Writer is entitled to over-scale payments which he desires sent to Artists' Manager. No casual or inadvertent breach of the provision relating to the mailing of checks to Artists' Manager shall be deemed to constitute a breach hereunder by WGA.
- (g) (i) Where, at the time of termination or expiration of the attached contract or the withdrawal of a specific piece of literary material pursuant to Paragraph 1 (c) hereof, as the case may be, an assignment, employment, engagement, contract or sale of literary material is in negotiation, and said assignment, employment, engagement, contract or sale of literary material is agreed to within a reasonable time thereafter, said assignment, employment, engagement, contract or sale of literary material shall be deemed to have been entered into during the term of the attached contract or prior to the withdrawal of the specific piece of literary material, as the case may be.
- (ii) Upon the expiration of the attached contract or, if the Writer, having the right to do so, terminates the attached contract pursuant to the provisions of this Rider W, the Artists' Manager and Writer agree, upon request made within thirty (30) days after such expiration or after service of notice of such termination on Artists' Manager, as the case may be, to give the other a list of all contracts, engagements or employment which were entered into during the term of the attached contract, or which are in negotiation at the time of said expiration or termination; or, if no such request is made, either party may, if he so elects, send the other a list of such contracts, engagements or employment. Any objections by Writer or Artists' Manager to this list submitted by either to the other, as aforesaid, shall be made within thirty (30) days after the date of the receipt thereof. If no objection is made by the recipient of any such list within said thirty (30) day period then such list shall be incontestable by the recipient and commissions on the contracts, engagements or employment so listed shall be paid in accordance with the provisions of the attached contract and this Rider W. Any dispute between Writer and an Artists' Manager pertaining to such lists submitted by either to the other, shall be settled by arbitration in accordance with the provisions of Paragraph 2 hereof. The failure of either the Writer or the Artists' Manager to request such list from the other shall not affect in any manner the obligations of the Writer to pay any commissions which may be or become payable to the Artists' Manager pursuant to the provisions of the attached contract or this Rider W.
- (h) When executing the attached contract, Artists' Manager shall inform Writer of its offices in New York, England, Europe and other locations, if any, throughout the world and shall also inform Writer of its arrangements, if any, with correspondent agents in any such locations. If Artists' Manager shall, subsequent to the execution of the attached contract, open its own offices in any such location, then, notwithstanding the fact that such Artists' Manager had, prior thereto, maintained an

arrangement in such location with a correspondent agent, Writer shall accept the exclusive rendition of services by such office during the term of the attached contract. If it becomes necessary to replace such offices or such correspondent agents, or if there is no correspondent agents' office in the area where the Writer requires services or representation then, at the request of the Writer, the Artists' Manager shall suggest a correspondent agent, who shall be subject to Writer's approval, or Artists' Manager may open an office in such area or replace the personnel of an office previously opened, in which event the staff of such office shall not be subject to Writer's approval. If a correspondent agent suggested by Artists' Manager is disapproved by the Writer then Artists' Manager agrees to continue to suggest alternate correspondent agents until the Writer's approval is secured.

4. CONTINUITY OF MANAGEMENT:

The name or names of at least one (1) and no more than two (2) persons active in the business of the Artists' Manager shall be inserted herein by the Writer. In the case only of Artists' Managers with more than one hundred fifty (150) employees, the Artists' Manager may designate one (1) additional person active in the business of the agency who shall be available to service the Writer and whose designation can be changed only by the Artists' Manager.

The persons shall be active in the operation of the agency and shall be available generally to render services for the Writer at the Writer's request. Reasonable vacations and temporary illnesses of Artists' Manager shall not be deemed to have rendered them not generally available.

The continuity of management provision may be reviewed by the Writer at any time during the term of the representation agreement, and the Writer shall have the right to change one (1) or both of the names designated by him in the continuity of management clause at any time, provided that such names designated by the Writer are those of active agents working in the literary field for the Artists' Manager involved and are generally available.

NOTE: THE WRITER MAY, WITH ARTISTS' MANAGER'S APPROVAL, DESIGNATE FEWER THAN THE MAXIMUM ALLOWABLE PERSONS TO BE IDENTIFIED HEREIN ABOVE IF HE CHOOSES.

Unless Writer shall agree to the contrary, all of the persons designated above by the writer at the time the attached contract is executed or this Rider W is initialed or executed shall be situated in the location where the Writer's principal services are to be performed.

(For the purpose of the foregoing only the Writer's principal services are deemed to be performed in either New York or in Los Angeles and in no other place.)

The named persons shall be reasonably available during normal business hours subject to absence occasioned by illness, vacation, and the like, to render services to the Writer at the specific request of the Writer throughout the term of the attached contract, otherwise, the Writer may terminate the employment of the Artists' Manager hereunder. (For the purpose of this paragraph, availability "to render service" means availability generally to supervise the affairs of the Writer and to consult with the Writer in person or in the event that the Writer during the existence of the attached contract changes the location where his principal services are performed, by telephone, telegram, mail or otherwise.) Employees or correspondent agents of Artists' Manager who are not named in this Paragraph 4 may handle matters for the Writer or may aid any of the named persons in handling matters for the Writer.

In the event that all the persons named herein cease to be active in the business of the Artists' Manager, the Artists' Manager shall so notify the Writer. In said notice the Artists' Manager may name not more than two (2) other persons who are active in the business of the Artists' Manager. Upon receipt of such notice from the Artists' Manager, the Writer may elect to terminate the employment of the Artists' Manager hereunder by notice in writing to that effect to be given not later than fifteen (15) days after receipt by the Writer of such notice from the Artists' Manager. Failure of the Writer to exercise the right to terminate within the time provided shall be deemed a waiver of such right and the attached contract and this Rider W shall continue in full force and effect with the names contained in the notice from the Artists' Manager deemed substituted for the names of the persons who have become inactive. In any event, if two (2) or less names are inserted in the space hereinabove provided, then if the Writer for any reasons set forth in this Paragraph 4 elects to terminate the employment of the Artists' Manager hereunder, said termination shall become effective sixty (60) days after the date upon which the Writer gives said notice of election to terminate; and if three (3) names are inserted in the space hereinabove provided, then said termination shall become effective ten (10) days after the date upon which Writer gives notice of election to terminate.

The right of the Writer to terminate is further conditioned on the following:

(i) If the Writer terminates pursuant to the provisions of this Paragraph 4 or pursuant to the provisions of Paragraph 7 hereof, such termination shall not affect the obligation of the Writer to pay the Artists' Manager commissions on monies payable to the Writer on contracts in existence or negotiated for prior to the date of such termination and on all direct or indirect renewals, substitutions, replacements, extensions or modifications of any such contracts, in accordance with the provisions of the attached contract and this Rider W.

(ii) If the Writer so elects, the Artists' Manager must service the Writer hereunder in respect to such contracts.

5. NO DOUBLE COMMISSIONS:

(a) (i) If, during the period the Artists' Manager represents an owner or producer (referred to herein as "producer-client") with respect to television or radio program(s), or television or radio package program(s) (both program(s) and package program(s) being referred to herein for the purposes of this Paragraph 5 only as "package program"), Writer is employed in and/or sells literary material to such a package program produced by the producer-client and said employment and/or sale of literary material is covered by the attached contract, then:

(A) The Artists' Manager may not charge or collect any commission whatsoever on the compensation which the Writer receives from said producer-client for the Writer's said employment and/or literary materials in connection with said package program during the period that the Artists' Manager acts in any manner as agent for said package program;

(B) Prior to consummating any agreement between the Writer and such producer-client the Artists' Manager shall notify the Writer of the Artists' Manager's relationship with such producer-client; and

(C) The Writer may seek independent counsel or representation or the advice of WGA prior to entering into a contract with such producer-client.

(ii) If the Artists' Manager receives compensation from or in connection with a package program computed on any basis other than a percentage of the compensation paid to the Writer or other clients of the Artists' Manager involved with such package program, then the Artists' Manager shall receive no commissions on the compensation of the Writer for his services or literary materials supplied to such package program.

(b) The provisions of sub-paragraphs 5 (a) (i) and (ii) above shall also apply in the event that a composite segment, group of elements, or other severable but incomplete portion of a package program is itself packaged or sold by the Artists' Manager under a contract in which the Artists' Manager's commission is computed on any basis other than a percentage of the compensation actually paid to the Writer or other of the Artists' Manager's clients involved with such package program.

(c) Where neither subparagraph (a) nor subparagraph (b) of this Paragraph 5 applies, but where one or more persons, firms or corporations represented by the Artists' Manager under one or more agency contracts either singularly or in the aggregate owns one-half or more of the net profits of any said package program or segment, element or portion referred to in subparagraph 5 (b) above, then subdivisions (B) and (C) of subparagraph 5 (a) (i) above shall apply, but nothing herein shall be deemed to limit the right of the Artists' Manager to commissions.

(d) If the Writer is employed as a writer or sells his literary materials in connection with a theatrical motion picture or a radio or television program or series of programs, which theatrical motion picture or programs, at the time the Writer is so employed or his literary materials are sold will, as and when produced, be owned by the Artists' Manager and said employment and/or literary material is covered by this Rider W, then the Artists' Manager's obligation to the Writer with respect to such program, programs or theatrical motion picture shall be the same as that recited in subparagraph (a) (i) above with respect to the Writer's employment and literary materials in connection with a radio or television program or series of programs produced by a producer-client and the Writer shall be entitled to the same benefits set forth in subdivisions (A), (B) and (C) of subparagraphs (a) (i) above.

(e) If the Artists' Manager is interested as a stockholder or similar security holder, profit sharer, or otherwise in corporations or enterprises engaged in the production of a radio or television program or series of programs and Writer is employed as a writer or his literary materials are sold in connection with such program or series of programs owned or produced by any such corporation or enterprise and the Writer's said employment and/or literary material is covered by this Rider W, then the Artists' Manager's obligation to the Writer with respect to such program or series of programs shall be the same as that recited in subparagraph (a) (i) above with respect to Writer's employment and literary materials in connection with a radio or television program or series of programs produced by producer-client and the Writer shall be entitled to the same benefits set forth in subdivisions (A), (B) and (C) of said subparagraph (a) (i); provided, however, that the Writer shall not be entitled to the benefits set forth in said subdivisions (A), (B) and (C) under the following circumstances:

(i) If the interest of the Artists' Manager is represented by the ownership of securities which are traded on any stock exchange; or

(ii) If the interest of the Artists' Manager constitutes an ownership interest in such corporation or enterprise, or in the profits or proceeds thereof, acquired by the Artists' Manager as commissions for the representation of such corporation or enterprise in connection with the corporation's or enterprise's activities and such interest does not exceed in the aggregate ten per cent (10%) of the profits or proceeds of such corporation or enterprise or an aggregate of ten per cent (10%) of such ownership interest, as the case may be; or

(iii) If the interest of the Artists' Manager in such corporation, or enterprise is acquired from one or more clients of the Artists' Manager or as a nominee of such client or clients and such interest does not exceed in the aggregate ten per cent (10%) of the total amount owned by such client or clients of the Artists' Manager in such corporation or enterprise.

The provisions of this Paragraph 5 shall not be applicable in any respect to the distribution activities of the Artists' Manager if the Artists' Manager engages in the distribution of radio or television programs or series of programs or in the distribution of theatrical motion pictures. The term "distribution" as used in the preceding sentence means the same or substantially the same relationship now in existence between a distributor and a producer or owner of a radio or television program or series of programs where provision is made for the sale, lease, license or rental of such program or programs or theatrical motion pictures by the distributor in the radio, television and/or motion picture industries.

(f) Subdivisions (B) and (C) of subparagraph (a) (i) above shall also apply to motion picture productions for which the Artists' Manager has been engaged in any bona fide agency capacity or capacities (as distinguished from distributor) by the owner thereof, but nothing herein shall be deemed to limit the right of the Artists' Manager to commissions.

(g) When the Writer enters into negotiations involving literary material within the scope of this Rider W with another writer who is represented by the Artists' Manager, at or about the time of commencement of active negotiations the Artists' Manager shall notify both Writers concerned of the fact that the Artists' Manager represents both Writers, and either Writer may at such time request in writing that the Artists' Manager elect which Writer the Artists' Manager will represent in such negotiations. If any such notice is given, the Artists' Manager must promptly upon receipt thereof elect to represent either of the two Writers by giving written notice to each Writer of such election; or in the absence of any such notice from either Writer, Artists' Manager may at his election represent only one of the Writers, in which case he must give written notice to the other of such election on or prior to the commencement of such negotiations. If neither Writer nor the Artists' Manager gives any such notice, the Artists' Manager may represent both Writers in said negotiations, in which case the Artists' Manager shall receive commission from both Writers in any such transaction on their respective receipts therefrom. When the Writer and another writer who is represented by the Artists' Manager enter into negotiations for a collaboration agreement between them, the provisions of this subparagraph (g) are applicable to such collaboration agreement itself; but nothing herein shall be deemed to limit the right of the Artists' Manager to receive the full amount of commissions due under the provisions of their respective agreements with the Artists' Manager with respect to any contract the Writers, as collaborators, enter into with third parties.

(h) Whenever Artists' Manager represents (whether as sales agent or otherwise) an employer, producing company, network, or other purchaser of literary material, or services (such employer, producing company, network or other purchaser being hereafter termed simply "such employer") with respect to which Artists' Manager is seeking employment of the services of a Writer or to which the Artists' Manager is seeking the sale of literary material of a Writer, then:

(i) The Writer at his option may represent himself in connection with the proposed employment or sale, or may obtain representation by another agent or attorney with respect thereto. If the Writer elects to be represented by himself with respect to such employment or sale, the Artists' Manager shall not participate in the negotiations with the Writer on behalf of the employer or purchaser. In the event that the Writer is represented in the negotiations by another Artists' Manager or attorney under the foregoing circumstances, the period of time during which the Writer is engaged in rendering services pursuant to such employment shall be eliminated in computing the ninety (90) day period referred to in Paragraph 7 of this Rider W.

(ii) The Writer shall be informed by the agent of the existence of any commission, profit participation or other financial interest of the agent in the production, project, sale, literary material, show, package, or services involved and cannot be committed by the Artists' Manager to the rendition of the Writer's services or the sale of his literary materials without his prior and express written consent after the furnishing of such information, except that if the obtaining of written consent is impractical, Artists' Manager will obtain prior oral consent from Writer and will give written confirmation of the oral consent and of the terms of the agreement entered into on Writer's behalf within three (3) business days after said agreement is entered into.

(i) Legal Expense:

If it becomes necessary for a Writer to engage an attorney to collect monies due from an employer or purchaser, commissions (if applicable) on sums recovered by and paid to the Writer shall be based on the net sum received by the Writer after deducting attorney's fees and costs.

6. BARRING:

Writer and Artists' Manager recognize that Artists' Manager in the pursuance of Artists' Manager's duties may be barred from doing business with certain employers. Such barring shall not be grounds for termination hereof by the Writer. If the Artists' Manager is barred then upon request of the Writer, the Artists' Manager will submit to Writer the name of a subscribing Artists' Manager comparable in standing to the Artists' Manager who will act as substitute Artists' Manager with the employer who has barred the Artists' Manager during the period the Artists' Manager is barred. The Writer may object to the proposed substitute Artists' Manager, in which event the Artists' Manager will submit the name of a second proposed substitute Artists' Manager comparable in standing to the Artists' Manager to whom the Writer may also object. If the Writer objects to the second substitute Artists' Manager, the Artists' Manager agrees to submit the name of a proposed third substitute Artists' Manager who must be accepted by the Writer. The Artists' Manager agrees to act in good faith in naming proposed substitute Artists' Managers and the Writer agrees to act in good faith in making any objection.

7. 90-DAY CLAUSE:

(a) If, during any period of ninety (90) consecutive days immediately preceding the giving of notice of termination herein described,

(i) the Writer fails to be employed under a contract or contracts for which he is to receive at least Ten Thousand Dollars (\$10,000.00) in any field or fields in which the Artists' Manager is authorized to represent the Writer (including fields outside the jurisdiction of WGA), or

(ii) the Writer fails to receive a bona fide and appropriate offer of employment for an aggregate of at least Ten Thousand Dollars (\$10,000.00) in any field or fields in which the Artists' Manager is authorized to represent the Writer (including fields outside the jurisdiction of WGA) which employment could be completed within said consecutive ninety (90) day period, then either Writer or Artists' Manager may terminate the employment of the Artists' Manager hereunder in those fields within WGA's jurisdiction only, by giving written notice of termination to the other party pursuant to Paragraph 8 hereof.

The term "bona fide and appropriate offer" as used in the preceding paragraph means an offer of employment which is appropriate under all the circumstances; and in determining "appropriateness" the following matters shall be considered as relevant factors:

(1) type of writing usually done by Writer; (2) type and prestige of program or theatrical motion picture involved; (3) Writer's professional standing in the field of endeavor to which the offer pertains; (4) Writer's customary salary for similar employment; (5) any changes which might have an effect on any of the foregoing elements, such as changes in the market, changes in the Writer's position in the market, and the like.

(b) In computing said period of ninety (90) consecutive days there shall be excluded any period or periods:

(i) during which the Writer is engaged in a field in the entertainment industry in which the Writer is not represented by the Artists' Manager;

(ii) during which the Writer is not ready, able, willing or available to render his services. (The Writer's failure, refusal, or inability to present himself for interviews may be evidence of his not being available to render services);

(iii) during which Writer is engaged pursuant to the provisions of Paragraph 1 (c) (iii) of this Rider W;

(iv) during which Writer is engaged pursuant to the provisions of Paragraph 5 (h) (i) of this Rider W; or

(v) of layoff, WGA strikes in areas within the scope of Rider W (but only in fields in which the Writer is represented by the Artists' Manager), suspension or leave of absence from any contract under which the Writer is employed.

(c) If the Writer is represented by the Artists' Manager in connection with the sale of any literary material of the Writer (during the period of ninety (90) days preceding the giving of notice of termination) and the Writer receives or will thereafter become entitled to receive compensation from any sale, (made during the period of ninety (90) days preceding the giving of notice of termination) in the amount of at least Ten Thousand Dollars (\$10,000.00) the Writer may not terminate hereunder.

(d) The amounts of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) referred to in this paragraph 7 shall be increased during the term hereof as follows: If WGA at any time after September 26, 1976 negotiates an increase in the minimums as presently contained in its 1973 MBA, the sums of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) shall upon notice by WGA to Artists' Manager be increased by the same general or average percentage as the minimums have been increased in the MBA, but in no event greater than the percentage by which the prime-time episodic minimum for a one-half (1/2) hour story and teleplay is increased above the present minimum, including the going rate and bonus (currently Five Thousand Dollars (\$5,000.00)).

If the representation agreement states that the Artists' Manager is representing two (2) Writers as a team, the sum of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) apply to the team as though the two (2) Writers were a single Writer.

(e) If prior to the expiration of the aforementioned ninety (90) day period Artists' Manager shall obtain for the Writer and the Writer shall accept a contract or contracts for the rendition of Writer's services or for the sale of any literary material in any fields in which the Artists' Manager represents the Writer during the one hundred eighty (180) days next following expiration of such ninety (90) day period, and if the total guaranteed compensation for such contract or contracts shall be Twenty Thousand Dollars (\$20,000.00) or more, then Writer may not terminate.

(f) If the Writer is primarily active in fields other than radio, television or motion pictures and he desires to become continuously active in said fields, the Writer must give written notice to the Artists' Manager declaring his intention of making radio, television or motion pictures his primary fields and must be available and qualified to accept employment in such fields. With respect so such Writer the provisions of the ninety (90) day clause (this Paragraph 7) will not commence to run until such written notice has been received by the Artists' Manager.

(g) If the Writer terminates his services representation agreement pursuant to this Paragraph 7, such termination shall also, subject to Paragraph 3 (e) of Rider W, terminate his materials representation agreement, and agent shall thereafter return to Writer all of Writer's materials which are in Artists' Manager's possession.

Where a services agreement has been terminated under the ninety (90) day clause, the co-terminous provision will not apply to a package representation agreement if the Writer, pursuant to his ownership of a program covered by a package representation agreement, has received Ten Thousand Dollars (\$10,000.00) under the package or services and materials agreements, or all of them, in the past ninety (90) days or if Twenty Thousand Dollars (\$20,000.00) is to be received under Paragraph 7 (e) of Rider W under any or all of said respective agreements.

8. MISCELLANEOUS AND TERMINATION:

(a) The attached contract may be terminated by Writer other than by reason of expiration of such contract for any of the following causes:

(i) Artists' Manager's failure, pursuant to Paragraph 4 hereof, to comply with the Continuity of Management provisions of this Rider W.

(ii) Any material breach by Artists' Manager of his fiduciary obligations to the Writer.

(iii) Expiration of the ninety (90) day period as provided in Paragraph 7 hereof.

(iv) If Artists' Manager during any strike by WGA obtains employment or makes the sale of any literary material for any writer with a producer or other person as to whom WGA is on strike.

(v) If Artists' Manager represents a writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA's welfare.

(vi) Artists' Manager's removal from the list of Artists' Managers subscribing to this Agreement provided that "due process" requirements are met if he is removed by the Guild.

(vii) Expiration of any six (6) month period during which Artists' Manager secures for the Writer only assignments on minimum WGA-MBA terms only, except where Writer has consented in advance to such assignments as herein provided. If the Writer checks and initials "YES", he shall not have the right to terminate on the ground which is provided by this Subparagraph (vii). If the Writer checks "NO", or fails to check any box, the Writer shall have said right, provided however, that this clause (vii) will not apply to representation agreements in effect on the date hereof.

Yes No

(viii) Negotiation or approval by Artists' Manager on behalf of the Writer of any employment agreement or contract of sale of materials which violates a WGA Collective Bargaining Agreement or a WGA Working Rule, provided that WGA had previously notified the Artists' Manager of the terms of the Working Rule. This ground of termination shall not be available to a Writer who in writing has been informed of the violation and insists that said agreement or contract nevertheless be negotiated or executes the same.

SUBPARAGRAPHS (iv) AND (v) ABOVE (OR SUCH VERSION THEREOF AS IS APPROVED PURSUANT TO EXHIBIT Z) SHALL BECOME EFFECTIVE ONLY UPON THE RULING OF A NEUTRAL ARBITRATOR PURSUANT TO EXHIBIT Z OF THE BASIC AGREEMENT.

This representation agreement, whether for services, materials or both, shall in any event terminate no later than nine (9) months after the effective date of termination of the 1976 Basic Agreement.

(b) If a Writer serves a notice of termination for any of the above stated reasons, such termination shall become final upon the expiration of ten (10) days (excluding Saturday, Sunday, and holidays) following the serving of such notice unless within such ten (10) days Artists' Manager shall protest such notice. In the event that Artists' Manager does protest such notice the determination of the existence of grounds for termination shall be made pursuant to the Rules Governing Arbitration of the Basic Agreement. If the Artists' Manager protests a notice of termination under either Paragraphs 8 (a) (iv) or (v) or any approved version thereof, and if in the resulting arbitration it is determined that the Writer had grounds for termination thereunder then the Writer's termination shall not be effective if the Artists' Manager, within two business days after receipt of the arbitrators' written award, terminates the representation (within the scope of the Basic Agreement) of the individual who is the subject of the basis for termination.

(c) (i) It is expressly acknowledged that strikes of WGA and acts of members prejudicial to WGA's welfare (referred to in Paragraphs 8 (a) (iv) and (v)) do not and shall not include strikes and acts which have occurred prior to the subscription to the Basic Agreement by Artists' Manager and that the provisions relating thereto do not and shall not relate to representation of any person in any bona fide capacity other than that of a writer within the scope of this Rider W.

(ii) Writer shall not have the right to terminate the attached contract pursuant to Paragraphs 8 (a) (iv) or (v), or any approved version thereof, until after Artists' Manager shall have received written notice of the working rule involved, of the fact of a strike and the name of the producer against whom WGA is on strike, or of the fact that a client has been expelled or denied admission to membership in WGA.

(iii) Writer may not terminate pursuant to the provisions of Paragraphs 8 (a) (iv) or (v), or any approved version thereof, unless

(1) Writer serves written notice upon Artists' Manager of his intent to terminate, and

(2) Artists' Manager fails, within ten (10) days to terminate its materials representation and services representation agreements within the scope of the Basic Agreement with the Writer who is the subject of the basis for termination.

(iv) Artists' Manager on ten (10) days written notice may terminate this agreement if Artists' Manager receives written notice from the WGA that Writer has been determined by WGA in accordance with its Constitution and By-Laws to have violated a WGA working rule or strike order or has been expelled by or denied membership in WGA. Such notice shall be conclusive upon Artists' Manager and Writer as to the facts stated therein. The effect of any such termination shall be as determined by the neutral arbitrator in accordance with Exhibit "Z" of the Basic Agreement. It is further agreed that during the term of the attached contract Writer shall not breach any restraining orders or working rules of WGA and any such breach of the nature described in Paragraphs 8 (a) (iv) and (v) shall constitute cause for Artists' Manager to terminate said attached contract pursuant to these provisions.

(v) Writer acknowledges and agrees that Artists' Manager is under no obligation to obtain employment with or make the sale of any literary material to a producer or other person as to whom WGA is on strike.

(d) (i) Termination of the attached contract by the Writer as to Writer's services and/or literary materials in the fields of radio, television or theatrical motion pictures within the scope of this Rider W shall not affect any relationship between Writer and Artists' Manager outside the scope of this Rider W.

(ii) Upon termination of the materials representation agreement, all of Writer's literary material (other than such as to which Artists' Manager may be entitled to commissions) shall be free and clear of any and all claims of any kind, to commissions or otherwise, by Artists' Manager excepting only as provided by Paragraph 3 (g) (i) above.

(iii) If the Artists' Manager shall have the right to terminate the attached contract as to the Writer's services pursuant to the terms and provisions of Paragraph 7 hereof and shall exercise such right, said contract and any other contract or contracts between the Writer and the Artists' Manager relating to the sale of literary material in the fields of radio, television or motion pictures shall be automatically terminated concurrently.

(iv) Upon request of either the Artists' Manager or the Writer, the procedure set forth in Paragraph 3 (g) (ii) of this Rider W shall be followed as to giving each other a list of literary material of Writer submitted to Artists' Manager prior to the date of termination of the attached contract.

(v) Any termination by Writer of the attached contract pursuant to the provisions of Paragraph 7 hereof, and any termination as to the sale of literary material as provided in this subparagraph shall not terminate or otherwise affect the attached contract with respect to any other fields or activities covered thereby which are not within the scope of this Rider W and in any event shall not affect any matters which are within the jurisdiction of any other guild or union.

(e) Should the Artists' Manager, during the term specified or prior to the withdrawal of a specific piece of literary material pursuant to Paragraph 1 (c), as the case may be, secure for the Writer a bona fide offer of employment, or a bona fide offer for the sale of literary materials, which offer is communicated by the Artists' Manager to the Writer in reasonable detail and in writing, and if, after the expiration or termination of the term of attached contract or the withdrawal of said piece of literary material, as the case may be, and within ninety (90) days after the date upon which the Artists' Manager gives such written information to the Writer, the Writer accepts said offer on substantially the same terms, then the Writer shall be required to pay commissions to the Artists' Manager upon such contract of employment or sale of literary materials, as the case may be.

(f) All notices given by any party hereunder to the other shall be in writing and shall be served personally or by mail or by telegraph at the addresses set forth in attached contract, and shall be effective when posted, if mailed, and when delivered to the telegraph office, if telegraphed. Each party may change his address by notifying the other in writing.

9. ASSIGNABILITY:

The attached contract may not be transferred or assigned by the Artists' Manager without the consent in writing of the Writer except as follows:

(a) If the Artists' Manager is an individual, the attached contract may be transferred to a corporation controlled by the Artists' Manager, which corporation must assume and agree to be bound by attached contract within thirty (30) days after such transfer.

(b) If the Artists' Manager is an individual who becomes a member of a partnership the attached contract may be transferred to such partnership which must assume and agree to be bound by such contract within thirty (30) days after such transfer.

(c) If the Artists' Manager is a partnership which transfers the business to a corporation controlled by the partnership or by its members, the attached contract may be transferred to such corporation which must assume and agree to be bound by such contract within thirty (30) days.

(d) If the Artists' Manager is a corporation and the corporation is liquidated the attached contract may be transferred as an asset in liquidation to the stockholders, and the dissolution of the corporation shall not terminate such contract provided that the stockholders holding a majority of the shares of stock receive the contract in liquidation and assume and agree to be bound by such contract within thirty (30) days after the transfer.

(e) If the Artists' Manager is a partnership and one or more of the partners dies or withdraws or the partnership is for any other reason dissolved, the attached contract shall not be terminated provided the surviving partners or one of them assumes and agrees to be bound by such contract within thirty (30) days after the death or withdrawal of the partner or the dissolution of the partnership.

(f) The Artists' Manager may assign the attached contract to any corporation or enterprise with which Artists' Manager may be merged or consolidated or to any parent, affiliated or subsidiary company or to any person, firm or corporation which may acquire all or substantially all of Artists' Manager's assets relating to matters within the scope of this Rider W, provided the assignee assumes and agrees to be bound by such contract within thirty (30) days after any such assignment.

During any thirty (30) day period referred to in subparagraphs (a) through (f) above, the Writer shall be entitled to substantially the same general type of services received by him prior to the commencement of such thirty (30) day period, and any such assignment shall not affect in any manner any of the rights granted to Writer pursuant to the provisions of the Continuity of Management clause, Paragraph 4 hereof. No assignment referred to in this Paragraph 9 shall diminish any right the Writer had by virtue of his original contract. Upon any assignee of the attached contract assuming and agreeing to be bound thereby, a novation shall result and the assignor Artists' Manager shall be released from all of his obligation thereunder.

The transfer of stock ownership in a corporate Artists' Manager, whether voluntary or involuntary, shall not be deemed an assignment of the attached contract by the Artists' Manager and such transfer of ownership shall not affect the validity of any such contract with such corporate Artists' Manager.

Notwithstanding the above, an assignment which results in the writer being represented by an Artists' Manager with substantially different personnel or methods of operation from those of the assigning Artists' Manager shall not be binding on the writer unless the writer consents thereto in writing. Where the assigning Artists' Manager is a corporation, its merger with or acquisition by another Artists' Manager shall be deemed to be an assignment requiring the consent of the Writer. Writer's general consent shall not be obtained in advance of or at the time of entry into a representation agreement.

(g) Notwithstanding the provisions of this Paragraph 9, Writer, at his option, and at the time of execution of this Rider W may indicate the name or names of Artists' Managers or agencies to which this agreement cannot be assigned.

WRITER MAY EXERCISE SUCH OPTION BY INSERTING THE NAME OR NAMES OF ARTISTS' MANAGERS OR AGENCIES TO WHICH THIS AGREEMENT CANNOT BE ASSIGNED IN THE SPACE WHICH APPEARS ABOVE THE SIGNATURE BLOCK.

10. ACCOUNTING:

Artists' Manager shall not collect monies belonging to the Writer unless the Artists' Manager has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Artists' Manager shall be faithfully accounted for by the Artists' Manager and promptly paid over to the Writer or as directed by the Writer, provided, however, that the Artists' Manager may deduct from such monies any commission payable to the Artists' Manager as well as any monies owing from the Writer to the Artists' Manager whether for past commission or for loans made to the Writer or monies advanced for the Writer or for his account. Monies belonging to the Writer shall not be commingled with monies belonging to the Artists' Manager, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. The Artists' Manager may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

11. SUBMISSION OF LITERARY MATERIAL:

The Writer shall furnish Artists' Manager with sufficient copies of literary material written or owned by the Writer to enable Artists' Manager to submit such material to prospective purchasers or employers. Artists' Manager shall not be responsible for the loss or damage to such material by any prospective purchaser thereof to whom same may be submitted.

12. PURCHASE BY ARTISTS' MANAGER OF LITERARY MATERIAL OR EMPLOYMENT BY ARTISTS' MANAGER OF WRITER:

If Artists' Manager desires to acquire from the Writer any rights in and to literary material for the Artists' Manager's own account or to employ Writer, Artists' Manager shall notify Writer and WGA of that fact and Artists' Manager may do so only through a WGA negotiator. In any event, Artists' Manager shall receive no commission from Writer in connection with any such transaction.

13. SCOPE OF RIDER W:

This Rider W shall be applicable to and shall govern the relationship between Artists' Manager and Writer with respect to the Writer's services and with respect to literary materials as defined herein (and shall not govern the relationship between Artists' Manager and Writer in other areas), as is herein provided.

(a) **Services:** This Rider W shall govern and be binding upon Artists' Manager and Writer with respect to the representation of Writer's services rendered in the fields of radio, television or motion pictures. Artists' Manager shall not be deemed to have approved or disapproved of either the scope or any of the terms of WGA's collective bargaining agreements.

This Rider W shall not relate to the representation of Writer's services except as provided above. When Writer performs multiple services which include services other than writer services (whether or not any other guild or union has jurisdiction over the non-writing services), the provisions of this Rider W shall apply only to the writing services and shall not apply to the non-writing services.

(b) **Materials:**

A. This Rider W shall govern and be binding upon Artists' Manager and Writer with respect to representation by Artists' Manager of Writer's literary materials as hereinafter defined. As used herein, the term "literary materials" shall mean literary materials, written by Writer, of all kinds and forms written under employment or available for sale in the fields of radio, television or motion pictures, excluding only materials initially written for a medium other than radio, television or motion pictures, and previously sold, published or produced in such other medium. Rider W shall not cover or govern the representation of literary materials in any other areas including, without limitation, the publishing field and the legitimate stage field.

B. Any specific literary materials as to which rights therein are sold, leased or licensed in a field other than radio, television or motion pictures prior to any sale in the fields of radio, television or motion pictures shall conclusively be deemed to be excluded from the term literary materials within the meaning of this Rider W as of the date of such sale. A sale which contains a grant of radio, television and/or motion picture rights subsidiary to a primary grant of other rights shall be deemed to be a sale in a field other than radio, television or motion pictures.

C. Subject only to Paragraph 13 (b) B. above, any sale of literary materials in the fields of radio, television or motion pictures and any solicitation for such a sale of such literary materials shall be governed by this Rider W, and the terms and conditions of this Rider W shall apply thereto including, without limitation, the provisions relating to maximum commissions, fiduciary obligations, correspondent agents and arbitration.

D. A solicitation for a sale limited to obtaining preproduction financing for a stage production shall not be deemed to be a solicitation of a sale in the fields of radio, television or motion pictures within the meaning of subparagraph C above nor shall any such solicitation be deemed to be an offering for sale in the fields of radio, television or motion pictures within the meaning of subparagraph D above.

(c) **Package Programs:** It is specifically understood that this Rider W shall not govern the representation by Artists' Manager of television or radio package programs, as distinguished from the representation of Writer's services or literary materials.

If the Artists' Manager is also a producer, the Artists' Manager shall not be afforded any lesser or greater rights under this Paragraph 13 by virtue of such fact, nor shall this paragraph diminish or affect any remedy which WGA may have against the Artists' Manager in the capacity of Producer.

14. DEFINITIONS:

(a) The Artist referred to in the contract to which this Rider is attached (insofar as the terms and provisions of this Rider apply to such contract), is herein referred to as the "Writer" who is a member of WGAE or WGAW. If the parties are identified in the first and second persons the first person shall mean the Writer who must be a member of WGAE or WGAW, and the second person shall mean the Artists' Manager.

(b) The words "Agent" or "Representative" are synonymous with the words "Artists' Manager" when used in the contract to which this Rider is attached. For artists' managers doing business in California the above words mean "Artists' Manager" as defined in Section 1700.4 of the Labor Code of the State of California.

(c) A subscribing Artists' Manager is an Artists' Manager who agrees with WGA to make this Rider W applicable to such Artists' Manager's contracts with members of WGA.

(d) The word "sale" as used in this Rider W with reference to literary materials means the sale, lease, license, assignment or other disposition of literary materials, or any rights therein, in the fields of radio, television or motion pictures, within the scope of Rider W.

THIS RIDER W IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT BETWEEN THE ARTISTS' MANAGERS GUILD, WRITERS GUILD OF AMERICA, EAST, INC., AND WRITERS GUILD OF AMERICA, WEST, INC., DATED AS OF SEPTEMBER 22, 1976.

WHETHER OR NOT THE ARTISTS' MANAGER IS THE WRITER'S ARTISTS' MANAGER AT THE TIME THIS RIDER W IS EXECUTED, IT IS UNDERSTOOD THAT IN EXECUTING THIS RIDER W EACH PARTY HAS HAD INDEPENDENT ACCESS TO THE KNOWLEDGE OF THE BASIC AGREEMENT AND OF THIS RIDER W.

WRITER MAY COMPLETE THE FOLLOWING AT HIS OPTION:

FOLLOWING ARE THE NAME OR NAMES OF ARTISTS' MANAGERS OR AGENCIES TO WHICH THIS AGREEMENT CANNOT BE ASSIGNED:

THE WRITER AND ARTISTS' MANAGER HEREBY AGREE TO THE FOREGOING:

By _____
ARTISTS' MANAGER

WRITER

DATED: _____

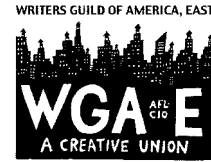
THIS ARTISTS' MANAGER (TALENT AGENCY) IS LICENSED BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA.

THIS RIDER TO AN ARTISTS' MANAGER CONTRACT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON THE 2ND DAY OF MAY 1979.

THIS RIDER HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

RULES GOVERNING ARBITRATION

WRITERS GUILD OF AMERICA



Pursuant to Article 3 of the Agreement dated as of September 22, 1976, between Writers Guild of America, West, Inc. (WGAW), Writers Guild of America, East, Inc. (WGAE), sometimes collectively referred to as “WGA”; and Artists’ Managers Guild (AMG), (which Agreement is herein referred to as the “Basic Agreement”), and pursuant to Paragraph 2 of 1976 Rider W (copies of which designated Article 3 and Paragraph 2 are hereto attached marked EXHIBIT “A”, and made a part hereof), WGAW, WGAE, and AMG do hereby establish the following rules of procedure to govern arbitrations between the aforesaid principal parties and any member or members of WGA who have an Artists’ Manager’s contract or contracts with any subscribing Artists’ Manager or Artists’ Managers.

1. ARBITRATION SECRETARIES

(a) Leonard Wasser and Howard Hausman (or their successors) shall act as Joint Eastern Arbitration Secretaries (both herein referred to as Eastern Arbitration Secretary).

(i) In the event of any dispute between the two Eastern Arbitration Secretaries, or their respective successors, the Secretary of the American Arbitration Association shall act as Eastern Arbitration Secretary in the specific arbitration in which such dispute occurs.

(ii) On notice to AMG, WGAE may designate another person to act in the place of Leonard Wasser, either temporarily or permanently, as the notice may state. On notice to WGAE, AMG may designate another person to act in the place of Howard Hausman, either temporarily or permanently, as the notice may state. Any person or persons acting as Eastern Arbitration Secretary may disqualify himself in any proceeding; and either AMG or WGAE which designated such person shall forthwith designate a substitute to act in his stead.

(b) Leonard Chassman and Marvin Faris, (or their successors) shall act as Joint Western Arbitration Secretaries (both herein referred to as Western Arbitration Secretary).

(i) In the event of any dispute between them, or their respective successors Judge Kenneth N. Chantry shall act as Western Arbitration Secretary in the specific arbitration in which such a dispute occurs. In the event that said Judge Kenneth N. Chantry is unable or refuses for any reason to act as said Western Arbitration Secretary, the two Western Arbitration Secretaries shall agree upon a disinterested party to act in his place as said Arbitration Secretary.

(ii) On notice to AMG, WGAW may designate another person to act in the place of Leonard Chassman, either temporarily or permanently, as the notice may state. On notice to WGAW, AMG may designate another person to act in the place of Marvin Faris, either temporarily or permanently, as the notice may state. Any person or persons acting as Western Arbitration Secretary may disqualify himself in any proceeding; and either AMG or WGAW which designated such person shall forthwith designate a substitute to act in his stead.

2. OFFICES

(a) The office of the Eastern Arbitration Secretary shall be located at the office of the Writers Guild of America, East, Inc., whose address is:

555 West 57th Street, New York, NY 10019

(b) The office of the Western Arbitration Secretary shall be located at the office of the Writers Guild of America, West, Inc., whose address is:

7000 West Third Street, Los Angeles, California 90048

3. JURISDICTION OF ARBITRATORS

(a) **What matters are arbitrable between Writer and Artists’ Manager**

“All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists’ Manager arising out of or in connection with this

Rider W or the attached contract, as to its existence, its validity, construction, performance, non-performance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be. (Par. 2 (a) of Rider W).

(b) **What matters are arbitrable between WGA and Artists' Managers and WGAE, WGAW and AMG**

"In the event of any controversy between any of the parties hereto, including subscribing artists' managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceedings." (Article 3. (a) of Basic Agreement).

4. FIRST STEPS OF ARBITRATION

(a) **Situs and Law Governing Arbitrations**

(i) If the Artists' Manager maintains only one (1) office within the continental United States, arbitrations of controversies arising hereunder shall be held in the locality where said office is situated. In the event the arbitration is initially commenced in some locality other than where the Artists' Manager maintains such single office, and if the Writer resides in such other locality, and if the Arbitrators make a finding that the Artists' Manager makes periodic trips to the locality where the Writer resides the Arbitrators may decide that the arbitration may be held in that locality during the period when the Artists' Manager is present.

(ii) If the Artists' Manager maintains more than one (1) office in the continental United States and if during a period of one (1) year immediately preceding the commencement of such arbitration:

(A) Writer primarily or customarily rendered substantially all of his services in Los Angeles or environs, arbitrations of controversies arising hereunder shall be held in Los Angeles, or if Writer primarily or customarily rendered substantially all of his services in New York City or environs, such arbitration shall be held in New York City.

(B) Writer does not primarily or customarily render substantially all of his services in either Los Angeles or New York City, the arbitration shall be held in either New York City or Los Angeles, whichever city is closer to the place Writer primarily or customarily renders substantially all of his services.

(C) If both the Writer and Artists' Manager agree in writing to hold the arbitration hearing in a locality other than New York City or Los Angeles such arbitration shall be held in the agreed locality.

(iii) Arbitrations of controversies held in Los Angeles shall be pursuant to Section 1700.45 of the Labor Code of the State of California. The Western Arbitration Secretary shall give the Labor Commissioner reasonable notice of the time and place of all arbitration hearings and the Labor Commissioner or his authorized representative shall have the right to attend all arbitration hearings. Section 1700.44 of the said Labor Code shall not apply to controversies hereunder.

(iv) Arbitrations of controversies held in the State of New York shall be pursuant to the applicable provisions of the laws of the State of New York.

(b) **Complaint**

Any person (herein called Complainant) may start an arbitration by filing his complaint with the Arbitration Secretary. This complaint must –

(i) be in writing and ONE original and SIX copies thereof must be furnished.

(ii) state the name of the person or persons with whom arbitration is sought (hereinafter called Respondent). If more than one Respondent is named extra copies of the complaint must be filed for each extra Respondent.

(iii) contain a brief written statement of his claim.

(iv) state the name and address of the person chosen by Complainant for his arbitrator and indicate the arbitrator's acceptance of the appointment.

(c) **Service of Complaint**

The Arbitration Secretary, within a reasonable time after the filing of the complaint, shall cause to be sent a copy thereof to each Respondent.

5. SECOND STEPS OF ARBITRATION

(a) **Answer**

Within TEN days after receiving the complaint Respondent may file an answer with the Arbitration Secretary. This answer must –

(i) be in writing and ONE original and SIX copies must be filed. If there is more than one Respondent or Complainant, extra copies of the answer must be filed for each additional party.

(ii) identify the portions of the complaint which are denied, and state facts which constitute the answer or any counterclaim or cross-complaint to the complaint.

(iii) name of all persons who shall be joined as parties to the arbitration. For each person named in addition to those Respondents named in the complaint, the Respondent shall furnish the Arbitration Secretary with an extra copy of both the complaint and answer for each additional party.

(iv) state the name and address of the person chosen by the Respondent for his Arbitrator, and indicate the Arbitrator's acceptance of the appointment.

(b) Counterclaim, Cross-claim, Failure to Answer

(i) Any answer may contain a counterclaim or cross-claim which shall be deemed denied. Except as above provided, failure to answer within the time specified by the rules, or failure to deny an allegation, shall be deemed an admission of the allegations not denied. A general denial may be to an entire paragraph or the entire claim.

(ii) If the arbitration is to be held in the East the Arbitration Secretary will appoint an arbitrator for a respondent who fails to answer within the time specified by the rules.

(iii) If the arbitration is to be held in the West and the Writer fails to name an arbitrator WGAW may name one for him. If an AMG member fails to name an arbitrator AMG may name one for him. If a subscribing Artists' Manager is not a member of AMG the Arbitration Secretaries may name one for him.

(c) Service of Answer

Within a reasonable time after the filing of the answer, the Arbitration Secretary shall cause to be sent a copy of the answer to all Complainants.

6. THIRD STEPS OF ARBITRATION

(a) Within FIFTEEN days after the answer naming the Arbitrator for Respondent has been served on the Arbitrator for Complainant the two named Arbitrators shall submit in writing to the Arbitration Secretary the name of a third Arbitrator chosen by them and found willing to serve. The three Arbitrators shall constitute the Arbitration Tribunal.

(b) If within said time the Arbitrators first chosen are unable to agree upon the third Arbitrator the Arbitration Secretary shall submit simultaneously to each party to the arbitration an identical list of the names of not fewer than three persons chosen jointly by AMG and WGAW in the West or AMG and WGAE in the East. Each party to the arbitration shall have FIVE days in which to examine the list, indicate any person thereon to whom he objects, and notify the Arbitration Secretary in writing of his choice and the order of his preference.

(c) If any party fails to make a reply within the time specified, all persons on the list are to be deemed acceptable to him.

(d) From among the persons who have been approved by both parties and, wherever possible, in accordance with the designated order of mutual preference, if any, the Arbitration Secretary shall invite an Arbitrator to serve.

(e) If the arbitration is to be held in the West and if the parties fail to agree on any person within the time allotted, or if those approved are unable or unwilling to act, or if for any other reason the appointment of the third Arbitrator cannot be made from the submitted list, then Judge Kenneth N. Chantry shall submit to the Western Arbitration Secretary not less than three and not more than six names, each name inscribed on separate pieces of paper and the Western Arbitration Secretary shall place the pieces of paper containing the names in a receptacle and draw one name therefrom and the person whose name is drawn shall be the third Arbitrator if he is willing to serve. If he is unable or refuses to serve, the Western Arbitration Secretary shall draw another name and the process shall be repeated until a person so chosen by lot shall be found willing to serve as the third Arbitrator.

(f) If the arbitration is to be held in the East, and if the parties fail to agree on any person within the time allotted, or if those approved are unable or unwilling to act, then the Secretary of the American Arbitration Association shall name the third Arbitrator.

7. FOURTH STEPS OF ARBITRATION – ARBITRATION HEARING AND DECISION

(a) Notice of Hearing

(i) Within FIVE days following the selection of the third Arbitrator, the Arbitrators shall notify the Arbitration Secretary of a time, which shall be not more than FIFTEEN days thereafter, for a hearing.

(ii) The Arbitration Secretary shall notify each party to the Arbitration of the time and place of hearing.

(iii) The Western Arbitration Secretary shall give the California Labor Commissioner reasonable notice of the time and place of the arbitration hearing and the California Labor Commissioner or his authorized representative shall have the right to attend the arbitration hearing.

(iv) Each party may FIVE days prior to the hearing date file a memorandum of facts with the Arbitrators provided copies thereof are simultaneously sent in triplicate to the Arbitration Secretary and one copy thereof is sent to each party to the arbitration.

(b) Hearing

(i) The Arbitrators shall select a chairman to preside at the hearing. Each party to the arbitration shall be given an opportunity to be heard.

Proceedings shall be entirely informal and the Arbitration Tribunal shall have the power to control the time allotted to each party and the rules of procedure for the hearing. Technical rules of evidence may be waived in the discretion of the Tribunal.

(ii) An arbitration held in the West shall be pursuant to Sec. 1700.45 of the Labor Code of the State of California. As provided in 7 (a) (iii) above the California Labor Commissioner or his authorized representative may attend the hearing. Section 1700.44 of the California Labor Code shall not apply to controversies hereunder.

(iii) Representatives of WGAW, WGAE and AMG shall have the right to attend all hearings.

(c) Decision

(i) After the conclusion of the hearing and the submission of all briefs and arguments, if any, the Arbitration Tribunal shall be expected to render its decision in writing within thirty (30) days, signed by all or a majority of the Arbitrators with notarial acknowledgement of their signatures.

(ii) All awards shall be final and neither WGA, any member of WGA, AMG nor any subscribing artists' manager, who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

1. having the award confirmed by law, or
2. objecting to such proposed confirmation on the grounds permitted by law, provided, however, that in the event of a material breach or anticipatory breach of this agreement by either WGAE, WGAW, or AMG or any combination thereof, then and in that event, any one of said four parties has the option within its sole discretion to have recourse to the courts, as set forth in Paragraph 3 (c) of the Basic Agreement. In such event, the arbitration provisions hereof are automatically waived.

8. GENERAL RULES

(a) All proceedings, documents, statements and awards relevant to any part of the arbitration and made during the course of the arbitration shall be absolutely privileged as to any party to the proceeding.

(b) Any service of notice or documents required under these rules may be made by mail or by personal delivery. If by mail delivery will be deemed to be made on the day following posting in the United States mails. If notice is sent by telegram delivery will be deemed to be made on the day such telegram is delivered to the telegraph office.

(c) All parties to an arbitration shall make every effort to prevent any delay in reaching a final decision on the controversy.

(d) For good cause presented the Arbitration Secretary shall have the authority to grant extensions for reasonable times.

(e) Miscellaneous Provisions

(i) If a shorthand reporter or a stenographic transcript is desired by a party, he shall furnish and pay for the same, and the cost may not be charged to any other party in the award.

(ii) No determination is an award unless it is in writing, signed and acknowledged before a notary public by at least two Arbitrators. A dissenting member may state in the award the fact of his dissent and may, in a separate writing, state his grounds therefor. At least four originals of the award shall be filed with the Arbitration Secretary who shall forthwith cause one to be delivered to the Claimant, or if there be more than one Claimant, then to each of them, and one to the Respondent or to each of them; provided, however, where there is more than one Claimant or more than one Respondent an additional original of the award shall be filed with the Arbitration Secretary for each additional party. An award is not final until it has been mailed or sent to all of the parties to the arbitration. When an award becomes final, the Arbitration Tribunal shall, except for the purpose of taxing costs pursuant to subparagraph (g) of this Paragraph, cease to have any further authority without the written consent of all parties and ex officio parties, to withdraw, recall, or alter the award or to do any further act or thing as Arbitrators in the said arbitration.

(iii) The award should, insofar as is consonant with justice, dispose of the entire controversy on the merits.

(iv) If, after due diligence, an indispensable witness cannot be made to attend or testify or if indispensable evidence cannot, by reason of the Tribunal's lack of compulsory process, be made available to the Tribunal then --

A. The Tribunal may in its discretion receive a deposition of the witness or a copy of the evidence; or

B. The parties may agree

(1) that the witness would testify to stated facts, or

(2) on a description of the unavailable evidence; or

C. If neither of the methods of substitution provided in A. or B. hereof is available or would serve the interests of justice and the Tribunal concludes after a hearing in an arbitration between a member of WGA and a subscribing Artists' Manager (but not between WGAW, WGAE or AMG) that serious injustice would result from an award on the merits by reason of its lack of adequate compulsory process it may suspend a hearing or may make an order dismissing the arbitration without prejudice to the rights of the parties to pursue any other remedy in court or otherwise and without prejudice to instituting another arbitration proceeding on the same controversy.

(f) Awards of Arbitration Tribunals may be confirmed in accordance with any applicable laws.

(g) Each party shall bear his own expense of an arbitration. The award may include costs or expenses or some part of them and may provide for taxing costs or expenses in a supplementary proceeding and by a supplementary award.

Attorneys' fees may not be included in an award as costs in an arbitration between a subscribing Artists' Manager and a Writer. No costs or attorneys' fees shall be taxed against either WGAW, WGAE, or AMG in any proceeding except in those cases provided in Article 4 (a) of the Basic Agreement.

(h) No Arbitrator and neither WGAW, WGAE, nor AMG shall be responsible for any papers or other exhibits brought into any arbitration. No party, WGAW, WGAE, AMG or Arbitrator shall be chargeable in any action or proceeding at law or otherwise with the duty of maintaining records of any proceeding; the Arbitration Secretary will, however, but without liability therefor, endeavor to maintain until six months after an award shall become final, a complete set of copies of all papers delivered to the Arbitration Secretary. Any party to a particular arbitration or his attorney shall have the right to inspect such records.

(i) Nothing herein contained shall operate to prevent any party from obtaining a reasonable opportunity to be heard by the Arbitration Tribunal.

9. CONFLICTING CLAIMS

In the event conflicting claims are made against any Writer by subscribing Artists' Managers, the Writer may deposit the monies claimed with the Arbitration Tribunal, stating that conflicting claims are made against him, naming the claimants and agreeing that the monies so deposited with the Arbitration Tribunal, selected as hereinbefore provided, may be disposed of between the conflicting claimants in accordance with the ruling of the Arbitration Tribunal. The Arbitration Tribunal shall then be selected by the persons named in the proceeding as making the conflicting claims, and the Arbitration Secretary shall designate which of such persons are the claimant or claimants and which are the respondent or respondents. The arbitration proceedings shall then proceed with the claimants and respondents as the real parties in interest, and unless the claimant or respondent claims a sum larger than the amount deposited, the Writer shall be discharged of any claim described in the complaint or answer. If no money be claimed, the same procedure may be followed without deposit. If either subscribing Artists' Manager asserts other claims against a Writer, the arbitration shall proceed as in other cases. Notwithstanding any provisions hereinabove, however, a Writer may be required to pay more than a maximum commission to one or more Artists' Managers in the event that he incurs liability therefor under the provisions of the exceptions set out in Paragraph 3 of Rider W to the Artists' Manager contract between the said Writer and Artists' Manager or Artists' Managers.

RULES GOVERNING ARBITRATION – EXHIBIT A

BASIC AGREEMENT – ARTICLE 3

(a) In the event of any controversy between any of the parties hereto, including subscribing artists' managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceeding.

(b) An arbitration tribunal shall determine all controversies submitted. If WGA contends that a subscribing artists' manager has committed a material breach of this agreement and the arbitration tribunal determines such contention to be a fact, the arbitration tribunal shall have power to determine the appropriate penalty for such breach up to and including removal from the list of subscribing artists' managers, provided, however, that any casual or inadvertent breach by an artists' manager shall not be deemed a breach of this agreement and, in no event, may an artists' manager be removed from the list of subscribing artists' managers unless the arbitration tribunal shall determine that the breach is such that it should disqualify the artists' manager as being fit to engage in the business of an artists' manager. No breach of this agreement by an artists' manager shall be considered material unless within ten (10) days after WGA acquires knowledge thereof, or of facts sufficient to put WGA upon notice of any such breach, WGA serves written notice thereof upon the artists' manager and the artists' manager does not cure said breach within twenty (20) days after receipt of such notice. AMG and WGA shall each be entitled to participate in any arbitration proceeding involving a subscribing member of AMG. If any subscribing artists' manager is removed from the list of subscribing artists' managers, such action (as distinguished from the grounds for such action) shall not of itself be cause for termination of any contracts between such subscribing artists' manager and his clients; and the pendency or determination of any such arbitration shall not prevent or impede any arbitration or other proceeding between a writer and such subscribing artists' manager relating to the same or other subject matter.

(c) All awards shall be final and neither WGA, AMG, nor any subscribing artists' manager, who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

(i) having the award confirmed by law; or

(ii) objecting to such proposed confirmation on the grounds permitted by law, provided, however

that where an injunction, specific performance, declaratory relief or other similar equitable relief is sought, any of the principal parties may have recourse to the courts notwithstanding the provisions of this subparagraph.

RIDER W – PARAGRAPH 2

ARBITRATION.

(a) All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W, or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists' Manager arising out of or in connection with this Rider W or the attached contract, as to its existence, its validity, construction, performance, nonperformance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be.

(b) In case of a dispute or controversy with respect to a discharge of the Artists' Manager or termination of the attached contract by the Writer, the arbitration tribunal shall determine whether such discharge or termination was justifiable or wrongful. The arbitration tribunal shall have complete discretion to determine the reasonableness or unreasonableness, or justification or wrongfulness, of the discharge or termination. If the arbitration tribunal determines that the discharge or termination was wrongful and that the Writer had no substantial grounds for such action the arbitration tribunal must require the Writer to pay the Artists' Manager the full amount of commission stated in the attached contract and if the Writer elects the Artists' Manager must render services to the Writer with respect to contracts for which commissions are payable as long as the Artists' Manager receives commissions from the Writer.