

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.