**STANDARD FORM FREELANCE**

**WRITER’S EMPLOYMENT CONTRACT**

**AUDIO ONLY PODCAST PRODUCTION**

Agreement entered into as of 20\_\_\_, between \_\_\_\_\_ , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called “Company” and , who currently resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called “Writer.”

1. **AUDIO ONLY PODCAST PRODUCTION**: Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in paragraph 2 hereof, for the Audio Only Podcast Production currently entitled: “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (the “Work”).

2. **FORM OF WORK**:

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

 B. Number of episode(s):

C. Minutes per episode(s), if known:

 D. Total minutes (*i.e.*, sum of minutes for all episode(s)):

3. **DELIVERY**:

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

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

Deadline for delivery of work (if any):

4. **COMPENSATION**:

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

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

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

5. **PODCAST AGREEMENT**

The parties acknowledge that this contract is subject to the all of the terms and provisions of the WGA’s Podcast Agreement, and Company is signatory to the 2017 WGA Theatrical and Television Basic Agreement (MBA). To the extent that the terms of the Podcast Agreement are more advantageous to Writer than the terms hereof, the Podcast Agreement shall supersede and replace the less advantageous terms of this agreement.

6. **CREDITS AND SEPARATED RIGHTS**:

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

7. **GUILD MEMBERSHIP**:

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

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

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

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

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

B. Sequel Payments.

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

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

 C. Residuals (e.g., additional payments for reuse of the Podcast if Company receives licensing or distribution fees, etc.): \_\_\_\_\_\_\_\_\_\_\_

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

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

**COMPANY**

Signed by

Name *(please print)*:

Title

Company Name

Address

Phone

Email

**WRITER**

Signed by: \_\_ \_

Name *(please print)*:

Address

Phone

Email