



### Dear Company:

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

### Please return the following documents by mail or electronically to rrubin@wgaeast.org:

- Signatory Company Application
  - For Sole Proprietorships, signatory documents must be filled out with the legal name of the individual, not the fictitious business name.
- Letter of Adherence to the 2020 MBA
- Guarantee Agreement
- Form 5-B (Letter of Adherence to the Pension Plan & Health Fund)
- Notice of Agent for Service of Process (must complete all 3 sections)

PLEASE NOTE: Any individual signing signatory documents (electronic/digital signatures discouraged) must provide some form of photo identification. Please submit as applicable:

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

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

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

### Sincerely,

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



### SIGNATORY COMPANY APPLICATION

NAME OF COMPANY:				
d/b/a:				
***Address				
PERMANENT ADDRESS (	NOT PRODUCTION OFFICE - NO P.O. BC	OXES OR EQUIVALENT)		
			·	
Contact		Phone #		
Email		_ Website		
		or WGA records, correspon		
☐ ATTORNEY		☐ OTHER BUSINESS REI	P:	
Name		Name		
Company or Firm		Company or Firm		
Street Address		Street Address		
City	State Zip	City	State Zip	
Phone#		Phone#		
Fax#		Fax#		
Email		Email		
TYPES OF CONTENT THI	S COMPANY PRODUC	ES OR INTENDS TO PRO	DUCE:	
☐ Theatrical Features	☐ TV Series	☐ Reality TV	☐ Internet/Mobile Content	
☐ Independent Films	☐ Miniseries	☐ Nonfiction Basic Cable	■ Informational	
☐ Low Budget Under \$1.2M	■ Made-for-TV Movies	☐ Game Shows	□ Videogames	
☐ Theatrical Documentary	□ Comedy/Variety	■ TV Documentary		
☐ Theatrical Animation	☐ Direct-to-Video/DVD	☐ TV Animation		
COLLECTIVE BARGAININ organizations to their collective	NG AGREEMENTS: Is y		of the following	
□ SAG-AFTRA □DGA	□ IATSE □NABET	□Teamsters □ Other: _		
Are you a producer for hire or under	a production services agreement	? YES NO		
If so, with whom:			Dogo 1 of 5	



### **COMPANY INFORMATION**

D. LADILITY COMPANY
D LIABILITY COMPANY
Organizational ID#:
PRINCIPAL SHAREHOLDERS / MEMBERS**  % OWNE
that is a company, please complete another copy of this form
rincipal shareholder/member, please complete an INDIVIDUA
□ LIMITED PARTNERSHIP □ JOINT VENTURE
Limited Partners**
Limited Partners**%
%
% %
a company, please complete another copy of this form for the
a company, please complete another copy of this form for the
a company, please complete another copy of this form for the
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### INDIVIDUAL INFORMATION

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

Professional Name:				
Full Land Name	PLEASE PRINT CLEARLY OR TYPE			
Full Legal Name:	PLEASE PRINT CLEARLY OR TYPE			
Social Security #:				
Home Address:				
	NO P.O. BOXES OR EQUIVALENT			
Home Phone #	Cell #:			
Email:				
Primary Source of I	ncome:			
Occupation/Position	n:			
Employer:				
Employer Address:	NO P.O. BOXES OR EQUIVALENT			
Work Phone #	Type of Business:			
Name of Spouse: _				
Please include the	names of any motion picture/television/radio industry guilds or unions	of which y	ou ar	e a
	rious projects you have produced:			
Do you manage or	represent the services of writers?			
If you are an officer	, owner or partner of any other production company, please indicate b	elow:		
	Company Name Relationship to Compan	ıy W	GA S	ignatory?
		_ Ye	es	No
		_ Ye	es	No
		_ Ye	es	No
		V/4		Nia



# **CURRENT PROJECT INFORMATION**

Project Title:					
Initial Release:					
□ Theatrical □ Low Budget Sideletter (\$1.2 million & below) (please check if applicable) □ Television (Channel) □ New Media/Internet (Website)					
				Name of Writer(s)  1.)	Date of Employment or Purchase ☐ Option/Purchase ☐ Employment
				2.)	☐ Option/Purchase
3.)	☐ Option/Purchase ☐ Employment				
4.)	☐ Option/Purchase ☐ Employment				
Please provide a copy of each writer's agreement (execu	ited or not)				
Above-listed Writer's work is to be based upon the	following source or assigned material:				
Written By	Entitled				
Story:					
Treatment:					
Screenplay:					
Unpublished Novel:					
Published Novel:					
□ Stage Play:					
Other (describe):					
PRODUCTION INFORMATION					
Production Office Information:	Production Start Date:				
Street Address					
City State Zip					
Phone#					
Fax#					
Fmail					



## FINANCIAL INFORMATION FOR CURRENT PROJECT

Projected budget of project: \$			
FINANCING SOURCES% of budget financed	% of budget financed		
Name	Name		
Company or Firm	Company or Firm		
Street Address	Street Address		
City State Zip	City State Zip		
Phone#	Phone#		
Fax#	Fax#		
Email	Email		
DISTRIBUTION INFORMATION			
□ Domestic	□ Foreign		
Distributor Name	Distributor Name		
Street Address	Street Address		
City State Zip	City State Zip		
Phone#	Phone#		
Fax#	Fax#		
Email	Email		
COPYRIG	HT INFORMATION		
The entity who will own the copyright once the proje	ect is completed:		
	any, I acknowledge all of the information provided in this y knowledge.		
By:	Title:		
Print Name:	Date:		



# LETTER OF ADHERENCE TO THE 2020 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

The undersigned company ("Company") and the Writers Guild of America, East, Inc., on behalf of itself and its affiliate Writers Guild of America, West, Inc. (collectively "WGA" or "Guild"), accept and agree to abide by all terms and conditions of the 2020 WGA Theatrical and Television Basic Agreement ("2020 MBA") as negotiated between the WGA and **(PLEASE CHECK ONE):** 

negotiated between the WGA and (PLEASE CHE	CK ONE):
the Alliance of Motion Picture and Tele	evision Producers ("AMPTP")
the production companies of ABC, CB	S and NBC ("Networks")
terms and conditions is enclosed. The economic at the Networks are the same with three exceptions. noted in an Addendum at the end of the Summary.	gh and including May 1, 2023. A Summary containing the and other terms of the MBAs negotiated with the AMPTP and The three exceptions, which relate to long-form television, are Regardless of which version of the 2020 MBA is selected, the also be bound to the terms and conditions of Attachment 1.
,	tanding, the Company shall remain primarily liable for all the the undersigned should sell, transfer or assign any of its rights
compensation (including but not limited to residuals are entitled under the MBA or their individual agree Company shall promptly provide such assurances deposit or escrow, security agreement and/or such	reasonable financial assurances that writers will receive all s and other forms of contingent compensation) to which they ements with company. Upon the Guild's written request, the as are acceptable to the Guild in the form of a lien, bond, cash other type acceptable to the Guild. In the event the Company ave the right to withhold the services of writers until such
will independently determine whether your compar	butions are required by the 2020 MBA are separate entities and ny may participate in these trusts. Should the Company be ntributions for bona fide covered employment will be accepted
A photocopy, facsimile, electronic or other copy of signed original.	this agreement shall have the same effect for all purposes as a
AGREED TO AND ACCEPTED	WRITERS GUILD OF AMERICA, EAST, INC. on behalf of itself and its affiliate WRITERS GUILD OF AMERICA, WEST, INC.
By: SIGNATURE	By:  LOWELL PETERSON, Executive Director
Name:	Date:

2020 WGAE Signatory Application

PLEASE PRINT CLEARLY OR TYPE

Title:

Email:

### ATTACHMENT 1, LETTER OF ADHERENCE TO THE 2020 WGA THEATRICAL & TELEVISION BASIC AGREEMENT

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

### LOS ANGELES

Sara Adler Joel Grossman
Norman Brand Fredric R. Horowitz
Mark Burstein Fred Kuperberg
Christopher Cameron Ken Perea

Tom Christopher Michael Rappaport
Douglas Collins Sol Rosenthal
Paul E. Crost Robert Steinberg
Dixon Dern Jan Stiglitz
Catherine Fisk Terri Tucker
Edna Francis Barry Winograd

William Gould IV

- 2. Amend Section 2.a.(1) and (2) of Appendix C of the 2020 MBA as follows:
  - "2. The rates and other conditions of employment or for the acquisition of literary material from a professional writer applicable to programs made for basic cable shall be as follows:
  - a. The following shall apply except with respect to high budget dramatic programs, as defined in subparagraph 2.b. below:
    - (1) The Company may elect, with respect to all other programs, including Appendix A programs, to apply the provisions of subparagraph 2.b. to the employment of a writer. Otherwise, either the Guild or Company may notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to the employment of writers or the acquisition of literary material for programs of the types heretofore traditionally produced for free television pursuant to any WGA Basic Agreement, produced primarily for the basic cable market. The parties agree to commence such negotiations within thirty (30) days of receipt of such notice. If no agreement is reached within sixty (60) days after bargaining has commenced, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to such programs.
    - Until such time as the Guild instructs its members to refuse to render services with respect to such programs produced pursuant to subparagraph 2.a.(1) above, the employment of a writer for such an entertainment program (herein "Program") produced within the metropolitan areas of Los Angeles or New York, or of a writer hired within such areas for a Program to be produced within the United States, shall be subject to: (a) the Guild Shop provisions of this Agreement; (b) Articles 10-12 (grievance and arbitration); (c) Article 17, the Pension Plan and Health Fund provisions of this Agreement; provided that in no event shall the Company be required to make pension and health contributions in an amount greater than would be required if the Program were made for free television; (d) the requirement that the Company tender a written contract of employment to the writer within ten (10) days following the commencement of his or her employment and the requirement that the Company send to the Guild a copy of any writer's

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

- (3) The employment of a writer for a dramatic program one (1) hour or longer which is to be produced in the United States for basic cable television under a budget less than (i) \$1,200,000 for a one (1) hour program; (ii) \$1,500,000 for a ninety (90) minute program; or (iii) \$1,500,000 for a two (2) hour or longer program (other than one covered by Paragraph 2.a.(2) above) shall be subject to the requirement that the Company notify the Guild at least ninety (90) days prior to commencement by any writer of writing services on the program."
- 3. Company agrees that all writing credits for programs written pursuant to the Sideletter on Literary Material Written for New Media shall be subject to the television credits schedule applicable to the program type.
- 4. Company and the WGA agree that Article 11.A.6.a. of the MBA shall be amended to allow the WGA and Company to send all written notices commencing a grievance or arbitration or alleging a cross-claim to be sent via email. All such notices sent by WGA to the Company shall be sent to the email address(es) provided by Company in the above referenced Letter of Adherence and any accompanying Letter of Guaranty. All such email notices sent by Company to the WGA shall be sent to rrubin@wgaeast.org.
- 5. Company and the WGA agree that Article 11.A.3 of the MBA shall be amended to allow arbitrators, upon a showing of good cause based on pandemic-related safety concerns, to hold arbitration hearings remotely via teleconference when requested to do so by either party.



# GUARANTEE AGREEMENT UNDER THE 2020 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

	is made to the Letter of Adherence to the 2020 Writers Guild of America Theatrical and Basic Agreement ("2020 MBA") between
(herein after	er "Company"), and Writers Guild of America, East, Inc. on behalf of itself and Writers Guild a, West, Inc. (jointly "WGA") which is entered into concurrently with this guarantee. To WGA to sign the Letter of Adherence, the undersigned, as an individual, agrees to the
You agree	to guarantee performance of the 2020 MBA by Company.
services a	to assume all obligations of Company under each employment agreement for writing nd option or purchase agreement for literary material entered into at any time during f the 2020 MBA.
purchase a	to assume all obligations of the 2020 MBA pertaining to such employment and option or agreement and specifically agree to be bound by, and a party to, any grievance and/or under the 2020 MBA, should a dispute between a writer and/or WGA and Company arise. Company shall be deemed jointly and severally liable under any grievance, arbitration settlement.
You agree	that service upon Company pursuant to the 2020 MBA shall constitute service upon you.
Company	antee is irrevocable. Nothing contained in this agreement shall be construed to relieve from its obligations under such employment and option or purchase agreement or its under the 2020 MBA.
	py, facsimile, electronic or other copy of this agreement shall have the same effect for all as a signed original.
AGREED	TO AND ACCEPTED
By: Name: Address:	PLEASE PRINT OR TYPE INDIVIDUALS'S NAME  NO P.O. BOXES OR EQUIVALENT
Email:	

2020 WGAE Signatory Application

Date:



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



Jim Hedges, Chief Executive Officer

# FORM 5-B

### 2020 Theatrical & Television Agreement

The undersigned employer represents and declares:

2020 WGAE Signatory Application

- That it employs Writers (herein "Such Writers") who render writing services in the preparation of literary material subject to the 2020 WGA Theatrical and Television Basic Agreement ("2020 MBA") and/or such other collective bargaining agreements as the Writers Guild of America may enter into with employers (herein "Basic Agreements").
- 2. That it is familiar with the provisions of (a) the Agreement and Declaration of Trust establishing the Writers Guild-Industry Health Fund dated September 23, 1973, as amended, herein referred to as the "Health Fund", and (b) the Producer-Writers Guild of America Pension Plan dated March 31, 1960, as amended, hereinafter referred to as the "Pension Plan", and (c) said applicable 2020 MBA.
- 3. That the employer and the Writers Guild of America are signatories to one or more such Basic Agreements, which Basic Agreements are in conformity with the law for the employee unit described below, and such union (a) is a party to the Health Fund, as set forth in Section 1 of Article I of the Health Fund, with respect to Such Writers, and (b) is a party to the Producer-Writers Guild of America Pension Plan as set forth in Section 31 of Article I of the Pension Plan with respect to Such Writers. The rate and obligation of the undersigned employer to make contributions (a) to such Health Fund with respect to Such Writers, and (b) to such Pension Plan with respect to Such Writers, shall commence on and continue for the period and in accordance with the Health Fund and the Pension Plan provisions of the 2020 MBA.
- 4. Also in accordance with such 2020 MBA and for the period and purposes set forth therein, the employer shall pay to the Pension Plan and Health Fund through its administrator in pursuance of the 2020 MBA the contributions the undersigned employer is obligated to make under such Basic Agreements to the Health Fund.
- 5. The undersigned by this document adopts and intends (a) to become a party to and to participate in the Health Fund with respect to Such Writers to the same extent as though the undersigned had executed such Trust Agreement or a counterpart thereof, in accordance with Section I, Article IX of said Health Fund, and (b) to become a party to and participate in the Pension Plan with respect to Such Writers by the execution of the document, in accordance with Section 2, Article XIII thereof.

The em	ployer appoints as its agent (check one, if any):	
	Alliance of Motion Picture & Television Producers	☐ Other:
empow		und and the Pension Plan, except that said agent shall not be tion 2, of Article VII and Section 3 of Article XIII of the Pension e Health Fund.
	EXACT LEGAL NAME OF THE COMPANY	For Office Use Only
Ву:	SIGNATURE	Accepted the day of, 20
Name:	PLEASE PRINT CLEARLY OR TYPE	Producer-Writers Guild of America Pension Plan and on behalf of Writers' Guild-Industry Health Fund
Title: Date:	PLEASE PRINT CLEARLY OR TYPE	By: CHIEF EXECUTIVE OFFICER



### NOTICE OF AGENT FOR SERVICE OF PROCESS

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

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

Agent must be resident of NY or CA. Post Office Boxes or the equivalent are not acceptable.

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

# PLEASE COMPLETE SECTIONS 1, 2 AND 3 BELOW. (This form will not be accepted unless all 3 sections are completed.)

1.	NAME OF COMPANY:		
	Ву:	SIGNATURE	
	Name:	PLEASE PRINT	CLEARLY OR TYPE
	Title:	PLEASE PRINT	CLEARLY OR TYPE
	undersigned hereby agreing under any collective b		ept service of process in connection with any disputes or notices agreement:
2.	NAME OF APPOINTED	AGENT:	PLEASE PRINT CLEARLY OR TYPE
	Company/Law Firm (if a	pplicable):	
		Address:	NO P.O. BOXES OR EQUIVALENT
		Phone:	
		Email:	
3.	APPOINTED AGENT S	IGNS HEF	RE:
	By: signature		
	Date:		
2020	WGAE Signatory Application		



### SIGNATORY INFORMATION

#### THE SIGNATORY PROCESS:

Upon receiving your completed application we will review it to determine if any additional information and/or documents are needed before assessing your signatory eligibility.

Submission of all required completed forms is essential. If your application is accepted, the WGAE will return countersigned signatory documents and assign your company a unique employer number.

The Producers-Writers Guild of America Pension Plan/Writers' Guild-Industry Health Fund ("Trusts") will independently determine your company's status as a participating employer, to the Trusts Agreements. If Writer (or writer's spouse, parent, spouse's parent, sibling or lineal descendent) owns 10% or more of the Company, or if Writer is an Officer, Board Member or Director (or serves in another capacity of a non-profit), we suggest you review the "10%Owner/Writer" criteria on the WGA Plans website <a href="www.wgaplans.org">www.wgaplans.org</a> prior to submitting your application. This information can also be obtained by calling the Trusts at (818) 846-1015.

#### **SIGNATORY COMPANY OBLIGATIONS:**

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

- 1. Contracts When you have engaged a writer, please send a copy of the executed agreement to the WGAE's Contracts Department (email to rrubin@wgaeast.org; fax to (212) 582-1909; or mail). For questions pertaining to the MBA or rates please contact the Contracts Department at (212) 767-7837. WGA Low Budget Agreements or WGA Documentary Screenplay Contracts for theatrical films budgeted at \$1.2 million or below are available by Writer request, but application filing and prior approval is required. Please contact the Contracts Department at (212) 767-7837.
- Worklist Information Please send a Weekly Worklist to the Membership Department with the names of all writers you are currently engaging for services. The Weekly Worklist form is available for download on the WGA website. For questions about worklists, please contact the Membership Department at (212) 767-7821. Weekly Worklists can be emailed to kobrien@wgaeast.org.
- 3. **Pension and Health Contributions** If you have employed a writer you will need to send Pension and Health contributions to the Producers-Writers Guild of America Pension Plan/Writers' Guild-Industry Health Fund ("Trusts") along with a "Report of Contributions" form. This form will be sent to you along with other pertinent information directly from the Trusts. You can also obtain a copy by visiting <a href="www.wgaplans.org">www.wgaplans.org</a> or by calling the Trusts at (818) 846-1015.
- 4. 10% Owner/Writer If Writer (or writer's spouse, parent, spouse's parent, sibling or lineal descendent) owns 10% or more of the Company, or if Writer is an Officer, Board Member or Director (or serves in another capacity of a non-profit), we suggest you review the 10% Owner/Writer criteria of the Trusts prior to submitting contributions. The rules can also be found at <a href="https://www.wgaplans.org">www.wgaplans.org</a> or you may contact Employer Compliance at the Trusts (818) 846-1015 for assistance.

- Credits and Creative Rights Information Upon completion of principal photography you must complete and send a Notice of Tentative Writing Credits (NTWC) to all participating writer(s) and the WGA. NTWC forms are available for download from the WGA website. Please email completed NTWCs to gbetts@wgaeast.org. For credits questions please contact the Credits Department at (212) 767-7852.
- 6. **Script Publication Fee** If you produce a <u>theatrical</u> motion picture, a one-time fee of \$10,000 becomes due to the credited writer(s), through the Guild's Residuals Department, 30 days after final credit determination. This fee may be paid out differently for certain WGA Low Budget Agreement theatrical films or WGA Documentary Screenplay Contract theatrical documentaries. Please contact the Residuals Department at (323) 782-4700 for details.
- 7. **Residuals** Once your project has moved from initial distribution into reuse, residuals may be due. Please contact the Residuals Department at (212) 767-7814 for details on formulas and help with calculations.
- 8. **Assumption Agreements** If you sell a project outright or enter into a distribution agreement you must obtain a WGA assumption agreement. For copies of the WGA assumption agreements please contact the Signatories Department at (212) 767-7837.

#### **ADDITIONAL RESOURCES:**

We suggest you begin by visiting the WGAE website, <u>www.wgaeast.org</u>, which has a wide range of information designed to help you, or by clicking on the links below:

- 1. What Every Producer Needs to Know
- 2. 2020 MBA Schedule of Minimums
- 3. 2020 MBA Summary
- 2017 WGA Theatrical and Television Basic Agreement ("MBA") (pdf). Please note the 2017 MBA is currently available online. When the new 2020 MBAA is published it will be available online.
- 5. Guide to New Media

Thank you for your interest in the Writer Guild of America, East. If you have any questions please contact the Signatories Department at (212) 767-7837. We are happy to help.