

WGA AUDIO ALLIANCE PRESENTS

5 Ways to Optimize Your Audio Fiction Contract

How do you receive a fair and beneficial contract for your audio fiction project?

Know how to advocate for one!

While working with an agent or entertainment lawyer is the best way to ensure that you get the contract you want, every writer should still empower themselves with the knowledge they need to be active participants in the negotiations process. Here are some basics to get you started.

(And if you don't have representation, don't worry! The Guild is here to help. To have your contract reviewed confidentially, email WGAE Organizer Dana Trentalange at dtrentalange@wgaeast.org.)

I. IDENTIFY YOUR DEAL STRUCTURE

When negotiating your contract, you will likely be negotiating with either a studio, a production company, or a platform—sometimes with more than one. Writing contracts vary, but many fall into one of these general categories.

- **Development deals.** Sometimes a distributor or production company likes your basic idea and will pay you to develop it further. Development might include writing a pilot episode, a show bible, an outline, or other such documents.
- **Script deals.** A deal that is just for script writing – whether for part or all of your show.
- **Script & production deals.** If you are both an audio writer and an audio producer, you may be able to negotiate for both the script and the production of your show.
- **Licensing deals.** An agreement over intellectual property that you own. As the licensor, you agree to the terms under which the licensee—a distributor or production company—can use your IP.

You don't necessarily have to accept what a distributor puts in front of you. Certain types of deals might serve your purposes more than others. You have agency when constructing your deal.

II. LEARN HOW COPYRIGHT WORKS

Think of “copyright” as a bundle of rights. The original author of a work holds copyright as soon as their idea is fixed in a tangible form (like a script), and in negotiations with a third party (like a production company or podcast distributor), the writer can sell the rights they hold. Each and every right is subject to negotiation: whether it will be sold, and the terms and conditions of that sale.

A writer does not hold copyright if they are writing on commission or are hired to write as a “work for hire.”

III. ASK ESSENTIAL QUESTIONS

- **Ask about (and for!) derivative rights.** “Derivative rights” means the versions of your story/IP created for other forms/mediums: a TV adaptation, a second season, a book, a live show, etc. What monetary stake do you have in any future versions of your show? Is your creative involvement in derivative works guaranteed?
- **Ask about (and for!) credit.** Find out how and where you will be credited for your work. This includes on the show's website, in any promotional materials, and within the actual audio (In every episode? At the beginning? The end?). How will you be credited on future versions of your project in any form (e.g., in a TV adaptation)?
- **Ask about (and for!) retention rights.** What happens if they commission a script but don't produce it? What happens if they produce a script but don't release it? After how many months will rights revert to you? Find out.
- **Ask about (and for!) download bonuses and residuals.** What backend bonuses and income are connected to your show's success?
- **Ask about (and for!) Guild coverage.** If your writing deal is covered by the WGAE, it sets you up to qualify for health and pension benefits, and protects your creative rights and credit.

IV. CLARIFY IMPORTANT DEAL ITEMS

Payment

There are many elements involved in getting paid. Before signing your deal, you need to understand how much you are getting paid, and when you will receive payment. Payment will often be split into chunks based on certain benchmarks, like deliverables or events. For example, you might receive 25% of your pay when you sign; 25% upon delivery of full first draft; 25% upon completion of final draft; and 25% when your show is released. Make sure you are comfortable with what triggers your payments, and get it in writing that you will be paid within 30 days of each of those triggers.

Revision process

As you know, “giving notes” and “rewriting” can mean a lot of different things. To ensure the effective creative execution of your script, you should identify, specifically, each part of the revision process. Who will be giving you feedback? What kind of feedback will they give (broad notes, line edits, etc.)? What are the expectations for the notes (are they prescriptive? optional?)? Much of this should come from your conversations with the creative producers, not necessarily the contract.

What *should* belong in the contract, however, is an agreement around revision timelines. How much time do you have to implement notes and turn around a new draft? Make sure it’s at least two weeks!

Timeline

Having a clear picture of the arc of your project at the outset will help you write the best script possible. Before signing any agreement, be sure to agree on a concrete timeline for deliverables. Being as granular as possible (regarding deadlines for drafts, re-write, final drafts, *their* deadlines for notes, etc.) will help you plan and will keep potentially erratic producers from complicating your process.

Other

- Read the fine print! Here are a few other items that might crop up in a contract:
- Travel and personal publicity costs. Who’s paying?
- Show merchandise. What’s your cut?
- Are you allowed to work on other projects while working on this project? Are you allowed to work on other projects before or after this project is published?
- Do you have editorial say in the title of the series or its promotional materials?
- Do you have right of first refusal to write future seasons?

V. ASK FOR WHAT YOU WANT

Your work is valuable. You know it; they know it. But unless you advocate for your work, you risk it being creatively jeopardized or economically devalued. Ask questions. Solicit help. If anything in this guide is unclear, please **reach out**. You are not alone.