



PLEASE READ THIS PAGE

Use the checklist below to ensure all documentation is included in the 2023 MBA Signatory application package before submitting:

Photo identification of any individual signing these documents

A copy of each writer's agreement (executed or not)

Guarantor must have ownership or financial interest in Signatory applicant (a guarantor is <u>required</u>)

One of the following (Sole Proprietorships excluded):

- Articles of Incorporation and Bylaws (Corporation)
- Articles of Organization and Operating Agreement (LLC)
- Partnership Agreement (LLP)

Fictitious Business Name Statement (if applicable)

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	COMP	ANY:				
d/b/a:						
***Address						
	PERMANE	ENT ADDRESS	(NOT PRODUCTIO	ON OFFICE - NO P.O. BO	XES OR EQUIVALENT)	
Contact					_ Phone #	
Email					_ Website	
*** T	his will	be the of	ficial comp	oany address f	or WGA records, correspond	dence and notices.
□ ATTOR	NEY				☐ OTHER BUSINESS REF	:
Name					Name	
Company or Firm	1				Company or Firm	
Street Address					Street Address	
City			State	Zip	City	State Zip
Phone#					Phone#	
Fax#					Fax#	
Email					Email	
TYPES OF	CONT	ENT TH	IS COMPA	NY PRODUC	ES OR INTENDS TO PRO	DUCE:
☐ Theatrica	ıl Featur	es	☐ Low B	udget	☐ Game Shows	☐ Internet/Mobile Content
☐ Free TV			☐ Docun	nentary	☐ Comedy/Variety	☐ High Budget SVOD
☐ Pay TV			Anima	tion	☐ Series (Non-Prime Time	☐ Direct-to-Video/DVD
☐ Basic Cal			•	dic Series	☐ Made-for-TV Movies	☐ TV Animation
COLLECTI	IVE BA	RGAINII	NG AGRE	EMENTS: Is y	our company signed with any Please check all that apply be	of the following
□ SAG-AFT	RA	□DGA	☐ IATSE	□NABET	□Teamsters □ Other: _	
				-	ervices agreement? YES	_ NO

Page 1 of 5





COMPANY INFORMATION

Company Name:		
Please complete Section A, B or C		
A. CORPORATION LIMITED		
Incorporated/Formed in the State/Country of: _		
Principal Place of Business in the State/Count	ry of:	
Date of Incorporation/Formation:		
Federal ID#:	Organizational ID#:	
Name	Title	% Owned
Parent Corporation:		
Subsidiaries:		
INFORMATION form (Page 3).	incipal shareholder/member, please complet LIMITED PARTNERSHIP	
Organized in the State/Country of:		
Date Formed:		
General Partners/Joint Venturers**	Limited Partners**	
	%	
	%	
	%	
	%	
entity. For each person who is a partner or	a company, please complete another copy of joint venturer, please complete an INDIVIDU	f this form for that IAL INFORMATION
	ORSHIP (Signatory documents must be filled out with the	egal name of the
Legal Name of Individual:		
Fictitious Business Name (d/b/a—if applicable):		





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 Logal 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	1:		
Employer:			
	NO P.O. BOXES OR EQUIVALENT		
Work Phone #		Type of Business:	
Name of Spouse: _			
	names of any motion picture/telev	vision/radio industry guilds or unions of w	hich you are a
		:	
_	e or represent the services	s of writers? Yes No roduction company, please indicate below	N:
	Company Name	Relationship to Company	WGA Signatory?
			Yes No





CURRENT PROJECT INFORMATION

Project little:				
Initial Release:				
☐ Theatrical ☐ Low Budget Agreement (\$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 agreeme	ent (executed or not)			
Above-listed Writer's work is to be based u	upon the following source or assigned material:			
Written				
Story:				
Treatment:				
Screenplay:				
Published Novel:				
_ 0 ,				
PRODUCT	ION INFORMATION			
Production Office Information:	Production Start Date:			
Street Address				
City State Zip				
Phone#				
Fax#				
Fanali				





FINANCIAL INFORMATION FOR CURRENT PROJECT

% 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#
=ax#	Fax#
Email	Email
	GHT INFORMATION
	ject is completed:
	pany, I acknowledge all of the information provided in th
application is true and accurate to the best of n	
By:	Title:





-LETTER OF ADHERENCE-

LETTER OF ADHERENCE TO THE 2023 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 2023 WGA Theatrical and Television Basic Agreement ("2023 MBA") as negotiated between the WGA and (PLEASE CHECK ONE):

of the 2023 WGA Theatrical and Television Basic Agreement (PLEASE CHECK ONE):	t ("2023 MBA") as negotiated between the WGA and
the Alliance of Motion Picture and Television	on Producers("AMPTP")
the production companies of ABC, CBS and	d NBC ("Networks")
Term but preceding the execution of this letter of adherence. The economic and other terms of the MBAs negotiated with t	mployment of writers or purchase of literary material during the A Summary containing the terms and conditions is enclosed. the AMPTP and the Networks are the same with three elevision, are noted in an Addendum at the end of the Summary e Company executing this Letter of Adherence shall also be
Anything to the contrary in the 2023 MBA notwithstanding, the conditions of the 2023 MBA in the event the undersigned should be considered in the 2023 MBA.	e Company shall remain primarily liable for all the terms and buld sell, transfer or assign any of its rights as set forth and
(including but not limited to residuals and other forms of cont or their individual agreements with company. Upon the Guild assurances as are acceptable to the Guild in the form of a lie	en, bond, cash deposit or escrow, security agreement and/or npany fails to provide such assurances, the Guild shall have the
The Pension Plan and Health Fund to which contributions are ndependently determine whether your company may participorticipating employer, only contributions for bona fide cover-	pate in these trusts. Should the Company be acknowledged as a
A photocopy, facsimile, electronic or other copy of this agree original.	ment shall have the same effect for all purposes as a signed
AGREED TO AND ACCEPTED	WRITERS GUILD OF AMERICA EAST, INC. on behalf of itself and its affiliate WRITERS GUILD OF AMERICA, WEST, INC.
By:	By:
SIGNATURE	LOWELL PETERSON, Executive Director
Name:	Date:

2023 WGAE Signatory Application

PLEASE PRINT CLEARLY OR TYPE

PLEASE PRINT CLEARLY OR TYPE

Title:

Email:

Date:

ATTACHMENT 1, LETTER OF ADHERENCE TO THE 2023 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 JWilliam Gould IV Norman Brand Joel Grossman Mark Burstein Frederic R. Horowitz Christopher Cameron Najeeb Khoury **Douglas Collins** Fred Kuperberg Greg David Derin Yuval Miller Catherine Fisk Kenneth Perea Edna Francis Robert Steinberg Terry Friedman Jan Stiglitz Juan Carlos Gonzales Gail Migdal Title

- 2. Amend Section 2.a.(1) and (2) of Appendix C of the 2023 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.
 - (2) 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. If a Company elects to submit a Notice of Tentative Writing Credits to the Guild via email, it shall use the following email addresses: theatrical motion pictures: THEATRICAL-NTWC@WGA.ORG television motion pictures: TV-NTWC@WGA.ORG; and new media motion pictures: NEWMEDIA-NTWC@WGA.ORG. Notices may be sent to a participating writer by email only if the writer's representative is also given email notice and the writer's personal services contract (or an amendment thereto) contains all of the following: (1) the writer's express agreement to receive notices by email; (2) the writer's email address; and the email address of at least one of the writer's representatives. The email address of the writer's representative must be an individual address, not a general company mailbox, and must appear on the face of the notice.
- 4. 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.
- 5. 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**.
- 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, including considerations based on pandemic-related safety concerns, to hold arbitration hearings remotely via teleconference when requested to do so by either party.
- 7. The Company agrees it will not discipline any writer covered by the MBA on the basis of the writer's refusal as an individual to cross a picket line of another labor organization, and the writer shall incur no liability for breach of the writer's employment contract for such conduct.

2023 WGAE Signatory Application page 2 of 2





GUARANTEE AGREEMENT

GUARANTEE AGREEMENT UNDER THE 2023 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

Reference	is made to the Letter of Adherence to the 2023 Writers Guild of America Theatrical and
Television	Basic Agreement ("2023 MBA") between
(herein afte	er "Company"), and Writers Guild of America, East, Inc. on behalf of itself and Writers Guild
of America	, West, Inc. (jointly "WGA") which is entered into concurrently with this guarantee. To induce
the WGA to	o sign the Letter of Adherence, the undersigned, as an individual, agrees to the following:
You agree	to guarantee performance of the 2023 MBA by Company.
You agree	to assume all obligations of Company under each employment agreement for writing services
and option 2023 MBA	or purchase agreement for literary material entered into at any time during the term of the .
You agree	to assume all obligations of the 2023 MBA pertaining to such employment and option or
purchase a	agreement and specifically agree to be bound by, and a party to, any grievance and/or
arbitration	under the 2023 MBA, should a dispute between a writer and/or WGA and Company arise.
You and C	ompany shall be deemed jointly and severally liable under any grievance, arbitration award or
settlement.	•
You agree	that service upon Company pursuant to the 2023 MBA shall constitute service upon you.
This guara	ntee is irrevocable. Nothing contained in this agreement shall be construed to relieve
Company f	from its obligations under such employment and option or purchase agreement or its
obligations	under the 2023 MBA.
A photocop	by, facsimile, electronic or other copy of this agreement shall have the same effect for all
purposes a	as a signed original.
AGREED 7	TO AND ACCEPTED
Ву:	INDIVIDUAL'S SIGNATURE
Name:	PLEASE PRINT OR TYPE INDIVIDUALS'S NAME
Address:	NO P.O. BOXES OR EQUIVALENT
Email	NOTION DONES ON EXCITABELITY
Email:	

Date:



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



Jim Hedges, Chief Executive Officer

FORM 5-B

2023 Theatrical & Television Agreement

The undersigned employer represents and declares:

2023 WGAE Signatory Application

- That it employs Writers (herein "Such Writers") who render writing services in the preparation of literary material subject to the 2023 WGA Theatrical and Television Basic Agreement ("2023 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 2023 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 2023 MBA.
- 4. Also in accordance with such 2023 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 2023 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	her:
empowe	or it under the terms and conditions of said Health Fund and ered to act under the provisions of Article VI, or Section 2, conder the provision of Section 2 of Article VIII of the Health	f Article VII and Section 3 of Article XIII of the Pension
	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:	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:	ATURE	
	Name:	SE PRINT CLEARLY OR TYPE	
		SE PRINT CLEARLY OR TYPE	
	undersigned hereby agreing under any collective ba	to accept service of process in connection with aining agreement:	any disputes or notices
2.	NAME OF APPOINTED	PLEASE PRINT CLEARLY OR TYPE	
	Company/Law Firm (if ap	cable):	
		dress:	
		hone:	_
		Email:	
3.	APPOINTED AGENT SI		
	By:		
	Date:		
2023	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 www.wgaplans.org 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 www.wgaplans.org 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 www.wgaplans.org 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 rrubins@wgaeast.org. For credits questions please contact the Credits Department at (212) 767-7837.
- 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 WGAW Signatories/Financial Assurances Department at (323) 782-4514.

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. 2023 MBA Schedule of Minimums (to be determined)
- 3. 2023 MBA Summary (to be determined)
- 4. <u>2020 WGA Theatrical and Television Basic Agreement ("MBA")</u> (pdf). Please note the 2020 MBA is currently available online. When the new 2023 MBA 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.