**STANDARD FORM FREELANCE NON HBSVOD NEW MEDIA**

**WRITER’S EMPLOYMENT CONTRACT**

**DERIVATIVE NEW MEDIA PRODUCTION**

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

**WITNESSETH:**

**1.** Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in paragraph 2 hereof, hereinafter for convenience referred to as the “work.”

The Writer accepts such employment and agrees to render his/her services hereunder and devote his/her best talents, efforts and abilities in accordance with the instructions, control and directions of the Company.

A “Derivative New Media Production” is a production which is intended for exhibition in new media based on an existing television motion picture that was produced for “traditional” media – *e.g.*, a free television, basic cable, or pay television motion picture.

**2.** **FORM OF WORK**:

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

 B. Number of episode(s):

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

**3.** **DELIVERY**:

If the Writer has agreed to complete and deliver the work, and/or any changes and revisions, within a certain period or periods of time, then such agreement will be expressed in this paragraph as follows, including the identity of the person who has authority to commence services and the identity and address of the person who has authority to accept delivery of literary material:

**4.** **RIGHT TO OFFSET**:

With respect to Writer’s warranties and indemnification agreement, the Company and the Writer agree that upon the presentation of any claim or the institution of any action involving a breach of warranty, the party receiving notice thereof will promptly notify the other party in regard thereto. Company agrees that the pendency of any such claim or action shall not relieve the Company of its obligation to pay the Writer any monies due hereunder, and the Company will not have the right to withhold such monies until it has sustained a loss or suffered an adverse judgment or decree by reason of such claim or action.

**5.** **COMPENSATION**:

As full compensation for all services to be rendered hereunder, the rights granted to the Company with respect to the work, and the undertakings and agreements assumed by the Writer, and upon condition that the Writer shall fully perform such undertakings and agreements, Company will pay the

Writer the following:

New Media Productions Derivative of Dramatic Programs (other than Daytime Serials)

Effective

**5/2/14 -**

**5/1/15**

$716 for programs up to two (2) minutes in length

$358 for each minute or portion thereof in excess of two minutes

Effective

**5/2/15 -**

**5/1/16**

$734 for programs up to two (2) minutes in length

$367 for each minute or portion thereof in excess of two minutes

Effective

**5/2/16 -**

**5/1/17**

$756 for programs up to two (2) minutes in length

$378 for each minute or portion thereof in excess of two minutes

New Media Productions Derivative of Comedy-Variety Programs and Daytime Serials

Effective

**5/2/14 -**

**5/1/15**

$418 for programs up to two (2) minutes in length

$209 for each additional minute or portion thereof in excess of two minutes

Effective

**5/2/15 -**

**5/1/16**

$428 for programs up to two (2) minutes in length

$214 for each additional minute or portion thereof in excess of two minutes

Effective

**5/2/16 -**

**5/1/17**

$441 for programs up to two (2) minutes in length

$221 for each additional minute or portion thereof in excess of two minutes

All Other Types of Derivative New Media Productions

Effective

**5/2/14 -**

**5/1/15**

$359 for programs up to two (2) minutes in length

$180 for each additional minute or portion thereof in excess of two minutes

Effective

**5/2/15 -**

**5/1/16**

$368 for programs up to two (2) minutes in length

$184 for each additional minute or portion thereof in excess of two minutes

Effective

**5/2/16 -**

**5/1/17**

$379 for programs up to two (2) minutes in length

$190 for each additional minute or portion thereof in excess of two minutes

**6. ADDITIONAL NEGOTIATED TERMS**:

 A. Above-scale Initial Compensation (describe services and amounts):

 B. Above-scale Residuals:

 C. Other Payments (*e.g.*, credit or production bonus, compensation for merchandising, publications, dramatic stage rights, etc.):

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

**7.** **WGA** **THEATRICAL AND TELEVISION BASIC AGREEMENT (“MBA”) and SIDELETTER ON LITERARY MATERIAL WRITTEN FOR PROGRAMS MADE FOR NEW MEDIA**:

The parties acknowledge that this contract is subject to the all of the terms and provisions of the MBA, and specifically to the Sideletter on Literary Material Written for Programs Made for New Media, and to the extent that the terms and provisions of the MBA and Sideletter are more advantageous to Writer than the terms hereof, the terms of said MBA and Sideletter shall supersede and replace the less advantageous terms of this agreement. Writer is an employee as defined by said MBA and Company has the right to control and direct the services to be performed.

**8.** **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 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.

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