

CONTRACT FOR NARRATION

This contract is made on [DAY] [MONTH] [YEAR] by and between:

[NAME], whose address is [ADDRESS], and its licensees, heirs, assigns and successors (“Narrator”); and John Mierau, whose address is [ADDRESS] and his licensees, heirs, assigns and successors (“Producer”).

This contract concerns vocal narration of the role of “[Role]”, in the work “[Title]”. The Narrator’s vocal performance and audio recording of the Story (the “Narration”); and the Producer.

NARRATOR and PRODUCER AGREE:

The Narrator shall vocally perform and record the Role as provided by the Producer.

The Narrator shall use their own production facilities to record and edit the Narration in accordance with guidelines provided or endorsed by the Producer.

The Narrator shall provide uncompressed WAV or AIFF digital files of the Narration recorded at 44,1 kHz, subject to approval of the Producer. Payment is contingent on the length of the finished audio file.

DEADLINE

The Narrator agrees to provide the Narration to the editors of the Producer by [DEADLINE] (the “Deadline”). The Producer will accept the Narrator's files for the finished Narration by email, or by emailed instructions for a cloud transfer of the files.

The Producer and the Narrator may extend the Deadline by mutual consent in writing, which for the avoidance of doubt includes electronic mail.

REVIEW and APPROVAL of NARRATION

Once in receipt of the Narration, the Producer will work with the Narrator in good faith to review and approve the Narration in a timely fashion.

If there are any elements of the Narration that are not acceptable to the Producer, including for example pronunciation of words and phrases, background noise levels, unrequested accents or sound effects, or any other undesirable sound qualities the Producer editors will provide constructive, specific and reasonable requests for alterations (“Revisions”).

REVIEW and APPROVAL of NARRATION (continued)

The Narrator agrees to provide any requested Revisions within fourteen (14) days (“Revision Time”). For the avoidance of doubt, Revision Time shall be deemed to be added to the Deadline for all matters concerning calculation of timely delivery.

PAYMENT TERMS

The Producer shall pay Narrator \$100 USD Per Finished Hour (or \$25 USD Per Finished Quarter-Hour for shorter works). The Producer shall make the Payment within 30 days of receipt of the final, approved Narration.

If Producer does not receive the final, approved Narration by the Deadline (including any mutually agreed extensions and the passage of any Revision Time), such that Producer is not able to use the Narration, no Payment shall be given.

Narrator further certifies and acknowledges they are an independent contractor for all purposes related to the Payment. Nothing in this Agreement shall be construed as creating an employer/employee, principal/agent, partner or co-venturer relationship between Narrator and Producer.

The Producer shall make no tax withholding from the Payment under this Agreement. The Narrator is not entitled to receive any employment benefits, including without limitation vacation pay, sick leave, retirement benefits, Social Security, workers’ compensation, disability or unemployment benefits as a result of the Payment.

At Producer's request, Narrator shall provide such documents and information as Publisher may reasonably require for the Publisher to comply with reporting requirements of various governmental taxing entities regarding the Payment.

WORK FOR HIRE

Upon completion of the Narration, the Narrator acknowledges they have no right or interest in any copyright or publication right to the Narration, or other materials resulting from the services performed under this Agreement.

The Narrator acknowledges the Narration is a “Work for Hire” as defined by United States Copyright Laws. The Narrator further acknowledges that all copyrights and rights to exploit, use or reproduce the Narration now or in the future shall reside in the Publisher, and the Narrator shall sign any documentation that may be required in the future to assign such rights to the Publisher.

The Narrator understands that the Publisher shall distribute the Episode under a Creative Commons “Attribution Non-Commercial No-Derivatives” 4.0 International license.

WORK FOR HIRE (continued)

The Narrator understands and agrees that the Publisher has the right to offer the Narration for sale for as long as they choose across any and/or all audio formats and platforms.

PROMOTIONAL USE

The Narrator grants Producer the right to use the Narrator's name, image, likeness, and biographical material for all advertising, promotion and other marketing use of the Narration. Upon request, the Narrator shall provide the Producer with a photograph of the Narrator and appropriate biographical material for such use.

Further, the Producer reserves the right to require the Narrator to remove the Narration from promotional use for any reason by providing the Narrator with written notice.

NARRATOR'S WARRANTIES

The Narrator represents and warrants the Narrator to be sole creator and owner of the Narration and has full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein to Producer; the Narration has not previously been exploited in whole or in part in any medium; and; the Narration is not in the public domain.

HOLD HARMLESS

The Producer certifies it has the full rights to hire and publish the Narration, and agrees to hold the Narrator harmless from any claims, demands, suits, actions, proceedings or prosecutions occasioned to the Producer in connection with the Narration, including any liabilities, losses, expenses (including reasonable attorneys' fees) or damages ("Claims").

This includes, but is not limited to, any Claims against the Narrator as a result of libel/slander, violation of copyright, violation of publicity and / or moral rights for celebrity impersonations.

The Narrator and the Producer agree to give prompt notice by email to the other of any Claims received by it or of which it becomes aware.

TERMINATION

Either the Narrator or the Producer may terminate this Agreement at any time and for any reason by providing the other party with written notice at any time before the Producer's receipt of the Narration.

DISPUTES

This Agreement will be governed by the laws of the province of Ontario, Canada. Any dispute between Narrator and Producer regarding the Agreement that cannot be settled through negotiation shall be referred first to mediation under the Commercial Mediation Rules of the Canadian Arbitration Association.

If mediation is unsuccessful, the matter will be referred to arbitration by a single arbitrator under the Commercial Arbitration Rules/Expedited Procedures of the Canadian Arbitration Association. Narrator and Producer agree that judgment and/or any award rendered by the arbitrator may be entered in any court having jurisdiction.

NOTE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO SUBMIT ANY DISPUTES ARISING FROM THIS CONTRACT TO BINDING ARBITRATION AND GIVING UP YOUR RIGHT TO HAVE ANY CLAIMS HEARD BY A JUDGE AND/OR JURY.

JURISDICTION

Regardless of its place of execution, this agreement shall be interpreted under the laws of the province of Ontario, Canada.

MISCELLANEOUS PROVISIONS

COMPLETE AGREEMENT

This Agreement constitutes the complete and only Agreement between the Narrator and the Producer regarding the Narration and supersedes any previous agreements, representations, negotiation or understandings, whether oral or in writing.

NOTICE

Any notice required under this Agreement shall be deemed to have been properly delivered by electronic mail.

THIRD PARTY RIGHTS

No other person, firm or corporation who is not a party to this Agreement shall have any rights under this Agreement or any applicable legislation to enforce any term of this Agreement.

ELECTRONIC SIGNATURE

By typing their names below, the Narrator and the Producer agree to electronic signature of this Agreement, and further consent to be legally bound by its terms and conditions as if the Agreement had been manually signed.

The Narrator further warrants that no certification authority or other third party verification is necessary to validate their electronic signature.

Please type your name on the applicable line below:

NARRATOR:

PRODUCER: John Mierau