

Appendix B – Sample Contract

DISCLAIMER

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**This is a general, all-inclusive form that does not apply to all circumstances and is being provided for informational purposes only. It is not intended to create an attorney/client relationship, and should NOT be relied on unless reviewed by an attorney versed in voice over law in accordance with state law, and under the specific instances for which it is being used.**

### **AGREEMENT TO PROVIDE VOICE OVER SERVICES**

Between \_\_\_\_\_ of  
\_\_\_\_\_ (address) (TALENT)  
and \_\_\_\_\_ of \_\_\_\_\_ (address)  
(CLIENT/PRODUCER) Project  
Name \_\_\_\_\_

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**SCOPE OF AGREEMENT:** Voice over project shall be recorded in the English language by Talent and shall include only voice over performance services and shall not include any other services such as copywriting, production, adding underlying “tracks” such as music beds, “foley” sounds or sound effects, translations, rewriting of copy, etc. The only services that shall be provided under this Agreement are that Talent shall perform the script or copy exactly as provided by Client at a production facility supplied by Talent and shall provide “broadcast quality” digital files of the performance to Client in accordance with this Agreement.

### **SCOPE OF USAGE OF DIGITAL FILES**

The final digital files as delivered by Talent under this agreement are

intended to be used for a Broadcast/NonBroadcast Production.

If Broadcast, it is intended to be broadcast on Television/Radio for a 13-week/1-year/Other Broadcast cycle.

If NonBroadcast, the digital files are intended to be used for Narration/Telephony/Internet/Podcasting/New Media/Gaming/Industrial Video/Other \_\_\_\_\_

## **PAYMENT TERMS**

(CLIENT) \_\_\_\_\_  
\_ agrees to compensate Talent at the rate of \_\_\_\_\_ per Hour/Job/Page/Other.

All per-page projects will be quoted using Microsoft Word documents, in 12-point Helvetica font size. Margins will be 1.25" left, 1.25" right with 1-inch margins at the top and bottom of the page. If scripts are sent in other formats, they will be converted to these specifications for price quotes.

Payment will be made by PayPal/Credit Card/Check/Wire Transfer/Other \_\_\_\_\_.

Digital files will be submitted to Client upon receipt of full payment hereunder and shall be delivered via method described below. Should payment not be received by Talent within 30 days of the date of delivery of the files as per above, Talent shall have the option of charging interest at 12% per annum (1% per month) on the full balance due.

## **RECORDING SESSION AND SCOPE OF DELIVERY OF DIGITAL FILES:**

Session will be SUPERVISED by Client and shall be conducted using: ISDN/Source Connect/Phone Patch/Other. Talent agrees to pay the costs associated with Phone Patch, but for ISDN or Source Connect, Client shall reimburse Talent for those costs, or shall provide a recording facility to Talent that provides those services.

Session will be UNSUPERVISED and recordings will be sent to Client via

email/YouSendit or similar service/FTP/Compact Disc/Flash Drive/Other.

It is Client's responsibility herein to provide Talent the proper information for delivery of the digital files in a timely manner. For FTP, username and password must be provided, for email or YouSendit or similar service, a proper email address must be provided, or postal address must be provided for hard copy delivery such as Compact Disc or Flash Drive. Should Client request delivery of files by Flash Drive, Client agrees to reimburse Talent for the actual cost of the flash drive. Should Client request hard copies of files, they shall be sent via U.S. Postal Service, unless express delivery service, e.g., FedEx, UPS, is requested by Client, in which case Client shall provide Client's express carrier account number or shall reimburse Talent for the cost of express delivery services. Talent agrees to forward such files where a signature is required, unless otherwise instructed by Client, and it will be Client's responsibility to arrange for delivery of the hard copies of the files.

The Digital Files hereunder shall be delivered in mp3/wav/aiff/other \_\_\_\_\_ Digital Format.

Voice over DIGITAL FILES to be delivered by \_\_\_\_\_, time not being of the essence.

### **COPY REVISIONS/REREADS**

For Supervised sessions, once recording is completed by Talent, payment in full is due and if any revisions to the script are made or re-reads are requested of Talent, Talent shall be entitled to an amount equal to the amount paid under this contract for such revisions or re-do, unless Client and Talent agree on a different rate. For Unsupervised Sessions, upon request of Client, Talent will send a sample mp3 via email or ftp for approval by Client. Upon approval by Client, Talent will deliver the files as per above upon receipt of final payment. Any revision requests made at that point shall be paid at the same rate as this Contract unless Client and Talent agree on a different rate. For Unsupervised sessions, if re-reads are necessary through the fault of Talent, Talent agrees to re-record such portions of the script where errors were made at no charge to Client.

## **CONFIDENTIALITY AND “WORK MADE FOR HIRE”**

Talent will not disclose to any party any trade secrets or confidential information of Client, including, without limitation (a) any information concerning any of the products or services of Sponsor that has not been disclosed to the general public with Client’s authorization, (b) the contents, nature or direction of any advertising campaigns, storyboards, copy, commercials or other materials produced hereunder until the applicable commercial or other material airs or otherwise publicly appears with Client’s authorization, (c) Talent’s relationship with Client until such relationship has been publicly disclosed with Client’s authorization and (d) any of the terms of this Agreement.

Upon receipt of final payment as stated above, Talent acknowledges that he/she has no right or interest in any copyright to the work or voice recordings, or other materials resulting from the services performed under this contract. Talent acknowledges that Talent’s work was a “Work for Hire” as defined by United States Copyright Law. Talent acknowledges that all copyrights and rights to exploit, use or reproduce this work now or in the future shall be the intellectual property of the Client, and Talent shall sign any documentation that may be required in the future to assign such copyrights to the Client. However, should Client breach any of its obligations under this agreement, including non- payment, Talent shall hold the copyright to the sound recordings produced by Talent under this Agreement until such time as payment, including interest if applicable, has been received in full.

## **TALENT’S RIGHT TO CONTRACT**

Talent hereby warrants and represents to Client/Producer that Talent has the full right and authority to enter into this Agreement with respect to his/her services; that Talent has not limited, by agreement with others, his/her right to perform services hereunder; that in the making or performance of this Agreement, Talent will not knowingly violate any laws, orders or regulations, or the rights, legal or equitable, of anyone; and that Talent has the full ability and right to do any and all things called for by this

Agreement. Talent warrants s/he is of legal age to enter into contracts, or that s/he shall have a parent or legal guardian sign this Agreement where indicated below with the understanding that all terms herein shall be binding upon Talent and the parent or legal guardian who signs below.

### **HOLD HARMLESS**

Client agrees to hold Talent harmless for any and all claims made against Talent arising out of this project, including payment of Talent's reasonable attorney's fees and Court costs. This shall include, but is not limited to, any lawsuits or claims against Talent as a result of libel/slander, breach of warranty, violation of publicity rights for celebrity impersonations, etc. Talent agrees to hold Producer/Client harmless for breach of any warranty as per the Paragraph herein entitled "Talent's Right to Contract" and/or for breach of Confidentiality as per the terms of that Paragraph.

### **RIGHT TO COPY OF FINISHED WORK**

Client agrees to furnish a copy of the finished project to Talent, and Client agrees that Talent may use all or a portion of the copy on Talent's website or voice over Demo, only for promotional purposes of Talent's voice over services, subject to the Confidentiality clause above.

### **CHOICE OF LAW/JURISDICTION:**

This agreement and its performance shall be governed by the laws of the state of \_\_\_\_\_, United States of America. Any disputes under this agreement shall be resolved by the \_\_\_\_\_ Courts, and Client hereby agrees that this Contract was entered into in the State of \_\_\_\_\_ and thus agrees to the jurisdiction of the \_\_\_\_\_ Courts to resolve any disputes that arise, including nonpayment.

### **MISCELLANEOUS / ENTIRE AGREEMENT:**

Any payments made hereunder shall be subject to any deductions required

by law. This agreement contains the entire understanding between Client and Talent with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by both parties.

Agreed to By  
(CLIENT) \_\_\_\_\_ Date \_\_\_\_\_

By (TALENT) \_\_\_\_\_ Date \_\_\_\_\_