

Audiobook Independent Contractor Agreement – Narration Services

This Agreement is entered into effective as of the date of the later of the signature dates below by and between _____ (“Producer”) and Catherine Bilson (“Narrator”), and applies to the performance of audio narration services by Narrator for Producer in connection with an audiobook.

1. **Engagement to Perform Narration.** Producer engages Narrator to perform an oral narration of the work, _____ (the “Work”), for purposes of the production of a finished audiobook of the Work (“Audiobook”) for commercial sale and distribution.
2. **Production Schedule and Guidelines.** Narrator will perform the Narration and submit files as they are completed, including up to 4 follow up sessions as Producer may request to the extent Producer determines that further revisions are necessary. Narrator will perform the Narration and provide edited final MP3 audio files which pass ACX quality checks no later than the Milestone Dates set out in Appendix A.
3. **Producer Approval.** Producer will have the right to approve or reject the Narration at any stage of production and upon completion. Producer agrees to work with Narrator in good faith in connection with Producer’s right of approval, including making timely and constructive suggestions to help Narrator deliver a performance of the Narration to Producer’s specifications.
4. **Payment Terms.** As full consideration for all services performed by Narrator under this Agreement, and provided Narrator is not in breach of these Agreement, Producer will pay Narrator a deposit of \$____ (this being 25% of the estimate final total) and the amount of \$175 per hour of finished audio (less deposit) within 14 days of Narrator’s completion of the Narration and Producer’s final approval thereof. If Narrator quits at any time before the Audiobook is produced or fails to meet the specifications set forth in the ACX Rules for Narrators, Narrator will not receive any payment, and must return the initial deposit within 14 days. Unless specified otherwise in writing by Producer, Narrator is responsible for all of Narrator’s own costs and expenses in performing the Services. All payments are to be made via Paypal in response to invoices which the Narrator will issue to the Producer using that platform.
5. **Termination.**
 - a. **By Narrator.** Narrator may terminate this Agreement (i) if Producer fails to provide Narrator a manuscript of the Work within 10 days prior to the first scheduled recording date, or (ii) by giving Producer at least 14 days written notice prior to the first scheduled recording date. In such case, Producer will owe no payment to Narrator.
 - b. **By Producer.**
 - i. **Termination with no Termination Fee.** Producer may terminate this Agreement by provision of written notice of termination to Narrator and will owe no payment to Narrator in the event that (A) Narrator fails to perform the Narration by the dates specified in Appendix A, or (B) Producer or Rights Holder is not satisfied with Narrator’s performance of the initial 15 finished

minutes of the Narration, provided that, if Producer uses Narrator's initial 15 minutes of the Narration in the Audiobook, Producer must pay Narrator for Narrator's services in connection with recording such initial 15 minutes, based on the per finished audio hourly fee set forth in Section 4.

ii. **Termination with Termination Fee.** In addition to the rights of Producer to terminate this Agreement without payment of fees pursuant to Section 5(b)(i), Producer may terminate this Agreement by provision of written notice of termination to Narrator if Producer is not satisfied with the final completed recording of the Narration, subject to payment of a termination fee equal to 50% of the cost of Narrator's services using the per hourly fee set forth in Section 4.

6. Ownership. Narrator understands and agrees that all right, title, and interest in the Work is owned and controlled by _____ ("Rights Holder"). Narrator further understands and agrees that the Narration has been specially ordered and commissioned by Producer on behalf of Rights Holder. Narrator agrees that all work product produced by Narrator while performing the Services, including any unfinished audio recording, the Narration, and the Audiobook (collectively, the "Work Product") is a "work made for hire" to the full extent permitted by law, with all copyrights in the Work Product owned by Rights Holder. Narrator agrees that all right, title, and interest in and to such Work Product will be owned, immediately upon creation, exclusively by Rights Holder.

7. Right of Publicity Grant. Narrator agrees that Producer and Rights Holder will have the right to use Narrator's name in marketing for the Audiobook in any media without time or use restrictions.

8. Representations and Warranties. Narrator represents and warrants that: (a) Narrator is free to enter into the Agreement and to perform Narrator's obligations as required by this Agreement and (b) the vocal performance in the Narration will be original and the Narration itself (without regard to the content thereof) will not infringe upon or violate the rights of privacy or publicity or any other statutory or common law rights of any third party.

9. No Obligation to Use Narrator's Services. Nothing in this Agreement will require Producer to use Narrator's Services or to produce or exploit the Audiobook or to make any use whatsoever of the Work Product. Producer will have the absolute right to elect not to use Narrator's Services pursuant to this Section 9. In the event Producer does not wish to use Narrator's Services for any reason, Producer's only continuing obligation to Narrator will be payment of fees owed to Narrator under Section 4 for Services completed and approved by Producer which, when paid, will be deemed payment in full of all compensation payable to Narrator under this Agreement. Thereafter, Producer will be released and discharged from any and all further obligations which Producer may have to Narrator.

10. Independent Contractor. Narrator will provide services to Producer on an independent contractor basis. Narrator is solely responsible for the payment of all taxes applicable to all sums paid to Narrator hereunder. Narrator will have no authority to bind Producer or Rights Holder in any way or to make any commitments to anyone on behalf of Producer or Rights Holder without their prior written consent.

11. Narrator Permissions. The Producer grants, on behalf of the Rights Holder, permission for the Narrator to use the Commercial Sample file from this Work for promotional purposes only, in the

Narrator’s Demo File to be submitted to other potential clients and in the Narrator Samples which the Narrator makes available on the portfolio on Soundcloud and on audiobook audition markets such as Findaway Voices as an audition tool for potential clients.

12. **General.** This Agreement, together with the attached Appendix, constitutes the entire understanding between Producer and Narrator with respect to the subject matter hereof, supersedes all other agreements and understandings between the parties, and may not be modified or amended, except by a writing signed by both parties. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. A waiver by either party of any term or condition of this Agreement in any instance will not be deemed a later waiver of such term or condition, or of any later breach thereof, or as a waiver of any other term or condition in this Agreement. This Agreement may be signed electronically and this signature will be considered legally binding and valid.

Acknowledgement of Agreement to contract

Signed by: _____

(Producer Name)

Printed Name:

Date Signed:

Address:

Signed by: Catherine Bilson

(Narrator Name)

Printed Name:

Date Signed:

Address:

Appendix A

Timeframe for delivery and Producer Acceptance of completed files

Narrator will make available to the Producer MP3 files which pass ACX check standards for this Work by the Milestone Dates listed below.

File	Narrator due date	Producer approval due date
Intro	10 March 2020	15 March 2020
Prologue	10 March 2020	15 March 2020
Chapter 1	10 March 2020	15 March 2020
Chapter 2	15 March 2020	20 March 2020
Chapter 3	15 March 2020	20 March 2020
Chapter 4	15 March 2020	20 March 2020
Chapter 5	20 March 2020	25 March 2020
Chapter 6	20 March 2020	25 March 2020
Chapter 7	20 March 2020	25 March 2020
Chapter 8	25 March 2020	30 March 2020
Chapter 9	25 March 2020	30 March 2020
Chapter 10	25 March 2020	30 March 2020
Chapter 11	30 March 2020	4 April 2020
Chapter 12	30 March 2020	4 April 2020
Chapter 13	30 March 2020	4 April 2020
Chapter 14	4 April 2020	10 April 2020
Chapter 15	4 April 2020	10 April 2020
Chapter 16	4 April 2020	10 April 2020
Chapter 17	4 April 2020	10 April 2020
End credits	4 April 2020	10 April 2020
Commercial Sample	4 April 2020	10 April 2020

All notes from Producer on re-recording and editing required are to be delivered to Narrator no later than the due dates listed above, else the delivered files shall be deemed to be satisfactory under this Agreement.

All re-recordings will be completed and files returned for approval by 25 April 2020. Following final approval by the Producer, the Narrator will issue a payment invoice which the Producer undertakes to pay in full by 14 days following the date of the Invoice.