

Contracts Committee Note: The following letter of agreement between a SFWA member who was hiring a voice actor for an audio book and the Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA.) Such a letter would only apply if the actor being hired was a SAG-AFTRA member. The names of the parties have been removed.

RE: “NAME OF BOOK” / One Production Only Agreement

This letter will confirm our agreement that effective October 1, 2013 you as an individual (hereinafter “Author”) and SAG-AFTRA agree to the following terms and conditions with respect to the employment of VOICE ACTOR for his narration of one-hour installments (each an “Installment”) of your book entitled “NAME OF BOOK” which is intended for initial release Installment-by-Installment via podiobooks – a free to consumer service, and the Author may elect to permit other such platforms and services to distribute free copies of the Installments. The Installments may be combined and sold by Author as a complete audiobook via Author’s web site. Should Author authorize the sale of the completed audiobook by a third-party distributor, the Author agrees to pay an additional fee to VOICE ACTOR, as set forth below in Section 3.

1. VOICE ACTOR shall be paid not less than \$130.00 for each finished hour of recording, for any and all finished hours or fractions thereof actually commissioned by Author, recorded by VOICE ACTOR and delivered to (and accepted by) the Author. Payment will be postmarked to VOICE ACTOR within fifteen (15) days from completion of each Installment commissioned by and delivered to (and accepted by) Author. It is expressly understood that Author may choose not to have the entire work recorded and that payment will only be due for those hours or fractions of hours actually recorded, delivered and accepted by the Author.
2. A contribution in the amount of 12.5% of the gross compensation paid to VOICE ACTOR for each individual Installment of finished recording will be made to the AFTRA Health and Retirement Funds by Author within 30 days following the end of each month that such Performer earned payment. The check made payable to the AFTRA Health and Retirement Funds and the remittance form should be sent to my attention to SAG- AFTRA, Washington-Mid Atlantic Local, 7735 Old Georgetown Road Suite 950, Bethesda, MD 20814.
3. If the Author requests that VOICE ACTOR record and deliver all Installments of the book, and should the Author authorize it to be released as a complete audiobook and sold by any distributor other than the Author, VOICE ACTOR will be paid an additional \$80 per finished hour, to bring the payment in line with SAG-AFTRA minimum scale under its contract with Audible.com and other publishers. The contribution outlined in paragraph 2. above will also be paid on these additional earnings. For the avoidance of doubt, making the audiobook available for free download via websites such as podiobooks.com and/or as a premium on crowd-funding platforms such Kickstarter or Patreon shall not be considered sales by a distributor that would trigger the additional payment to VOICE ACTOR, even if such websites and platforms permit voluntary payments or donations to be made to the Author.
4. In the event there should be any controversy or dispute arising with respect to the contract, SAG-AFTRA and Author agree promptly and in good faith to attempt to settle such dispute amicably. In the event that they are unable to do so, any such controversy or dispute shall be settled by arbitration in accordance with the Voluntary Labor Arbitration Rules then obtaining

of the American Arbitration Association, each party bearing half the expense, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

5. This agreement is a one production only agreement covering the employment of VOICE ACTOR for the recording of "NAME OF BOOK" only.

If the above accurately reflects our Agreement, please sign and return two (2) copies of this letter to denote your acceptance of the foregoing Agreement.

Please call me if you have any further questions

or concerns. Sincerely,

Associate Executive Director
Washington–Mid Atlantic Local

jane.love@sagaftra.org

SAGAFTRA.org • (301) 657-2560 x4859

Screen Actors Guild-American Federation of Television and Radio Artists

7735 Old Georgetown Road, Suite 950, Bethesda, MD 20814

Associated Actors & Artistes of America / AFL-CIO

ACCEPTED AND AGREED:

By: _

AUTHOR

Date: