



## Findaway Independent Contractor Agreement for Narration Services

This Findaway Independent Contractor Agreement for Narration Services ("IC Agreement") is by and between Findaway World, LLC, of 31999 Aurora Road, Solon, Ohio 44139 ("Findaway") and (enter name/company name) \_\_\_\_\_, of (enter address) \_\_\_\_\_ ("Narrator"), and shall govern the relationship between the parties as to all matters related to the services described below.

WHEREAS, Findaway is a distributor of audiobooks;

WHEREAS, Findaway wishes to pair the rights holders of various written works with potential narrators to narrate those written works so that the written works can be released as audiobooks;

WHEREAS, Narrator is in the business of performing narration for audiobooks; and

WHEREAS, Narrator is interested in being selected by the rights holders or publishers of various written works to perform narration for the purpose of creating audiobooks;

NOW, THEREFORE in consideration of the mutual promises set forth below, the parties hereby agree as follows:

### 1. PURPOSE AND SCOPE OF AGREEMENT

- a. This IC Agreement by itself does not create any relationship between Narrator and Findaway, except to indicate Narrator's interest in being considered to be selected to narrate a written work. If Findaway retains Narrator to perform any narration services, the specific Work to be narrated will be described in a separate Production Agreement, contemplated to be in the format attached as Exhibit A.
- b. This IC Agreement is intended to serve as a Master Services Agreement that applies to all Production Agreements entered into between Narrator and Findaway. This IC Agreement shall be deemed a part of any Production Agreement entered into between Narrator and Findaway.
- c. Each Production Agreement shall describe the specific work that the parties have agreed will be narrated, including identifying the Title, Author and Rights Holder of the "Work."
- d. If any term in a specific Production Agreement contradicts a term in this IC Agreement, the term in the Production Agreement shall apply.

- e. The final selection of a narrator for any particular written work will be made by the Rights Holder for that written work.

## 2. SERVICES

- a. **Scope of Narration Services.** In the event of any retention, the “Services” shall include all of the following and shall be deemed a part of each Production Agreement: Narrator will perform an oral narration of the “Work” (as defined in the Production Agreement) for purposes of producing a finished, digitally-recorded audiobook (the "Audiobook") for commercial sale and distribution. Narration shall include recording of the entire Work; recitation of a the first fifteen (15) minutes of the Work (the "Sample" to be approved by the Rights Holder prior to commencing the full recording and production of the Audiobook; recitation of opening credits at the beginning of the Audiobook to identify the Work and the Narrator; and recitation of closing credits at the conclusion of the Audiobook. In addition to narration, Narrator is solely responsible for performing all services required for production of the finished Audiobook, including but not limited to, editing of audio, revisions and/or retakes, and studio engineering.
- b. **Due Date.** Narrator will submit to Findaway the finished Audiobook in accordance with the schedule agreed to for each Audiobook (as set forth in the Production Agreement). Any changes to this due date must be mutually agreed to in writing between Narrator and Findaway.
- c. **Industry Standards.** Narrator shall perform the Services with due care and consistent with industry standards for professional audiobook narration, including industry standards requiring consistency in audio levels, tone, noise levels, spacing, and pronunciation, as identified in the Narration Guidelines provided to Narrator online via Findaway Voices.
- d. **Final Approval.** The Rights Holder (to be identified in the Production Agreement) and Findaway each will have the right to approve or reject the narration at any time during production or upon completion of the Audiobook, and each shall have the right to require edits, revisions, or retakes. If applicable, Findaway will provide Narrator with additional specifications such as recording guidelines or submission requirements for a particular Work. Unless Findaway has rejected a narration, Findaway will strive to seek approval from the Rights Holder within ten days of submission of the completed Audiobook. Findaway will notify Narrator when the Rights Holder has approved the completed Audiobook.
- e. **Revisions.** If necessary, Narrators may be asked to record up to two (2) versions of the Sample for Rights Holder Approval. For the finished Audiobook, Narrators may be asked to record up to two (2) sets of revisions to the Work for specific corrections to the narration. Narrator will be under no obligation to re-record any finished Audiobook once submitted. If changes to the Audiobook are required, Rights Holder must provide detailed information and requests for changes to the Narrator, including specific timestamps for each revision. If, after the above Revisions, Rights Holder does not approve either the Sample or finished Audiobook, then the Production Agreement may be terminated according to the terms contained in Section 4.

### 3. OWNERSHIP

- a. Narrator agrees that all right, title, and interest in the Work is and shall be owned by the Rights Holder.
- b. The term "Narrated Work" shall refer collectively to all of the following: the performance by Narrator as encompassed in the recorded narration and in the production of the Audiobook; the final form of the Audiobook; and all audio generated through any portion of the Services, whether or not in final form.
- c. Narrator agrees that all right, title and interest in the Narrated Work is (and shall be) owned and controlled by the Rights Holder. Narrator further agrees that the Narrated Work has been commissioned by Findaway 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, the Narrated Work, 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. To the extent that any Work Product of Narrator would not qualify as a work made for hire under applicable law, Narrator hereby assigns to Rights Holder (effective immediately upon creation) all right, title, and interest Narrator may have in and to such Work Product, including all copyright, rights of authorship or rights of publicity in the Work Product. In the event of any termination of this IC Agreement prior to Narrator's completion of the narration, the provisions of this IC Agreement regarding ownership will apply with respect to any portion of the Services that have been completed prior to such termination.

### 4. COMPENSATION

- a. **Fee.** Findaway shall pay Narrator, as full consideration for all Services performed by Narrator under any Production Agreement, the Fee set forth in the applicable Production Agreement. The parties agree that the Fee represents full and complete compensation for all Services. Findaway will pay all amounts owed to Narrator within fourteen (14) days of approval of the completed Audiobook.
- b. **Expenses.** Narrator is solely responsible for all expenses incurred by Narrator in connection with performing the Services and preparing the Narrated Work, including but not limited to all studio expenses, recording expenses, equipment, engineering, meals, travel, gas, mileage, cell phone, and data charges.
- c. **Approval Impasse.**  
**Sample.** If, after the revisions described in Section 2, Rights Holder does not approve the Sample, the Production Agreement may be cancelled in writing and with payment of the Narrator's per finished hour rate pro-rated to fifteen (15) minutes.  
**Finished Audiobook.** If, after the revisions described in Section 2, Rights Holder does not approve the finished Audiobook, then the Production Agreement may be cancelled in

writing and with payment of a cancellation fee equal to 50% of the full costs to narrate the Work incurred by Narrator up to date of non-approval.

## **5. TERMINATION**

- a. Narrator may terminate any Production Agreement by written notice if Findaway fails to provide Narrator a manuscript of the Work within fourteen (14) days of signing the Production Agreement.
- b. Either party may terminate a Production Agreement if a breach of any provision of this IC Agreement occurs. The non-breaching party must advise the breaching party of the specific breach in writing to the other party within fourteen (14) days of discovering that such a breach has occurred.
- c. The ownership rights described in this IC Agreement are not subject to termination or modification except in a written contract that is signed by the party that would be relinquishing any rights.

## **6. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES**

- a. Narrator represents that Narrator is in the business of providing professional narration services; that Narrator offers such services to the general marketplace and not solely to Findaway; that Narrator has the necessary training, skill, and knowledge to perform the Services; and that Narrator will perform the Services under this IC Agreement in a professional and workmanlike manner and in accordance with industry practice and standards generally applicable to such services.
- b. Findaway represents and warrants to Narrator that it has the right to enter into this IC Agreement and will enter into a Production Agreement only if it has the right to do so. Findaway agrees to defend, indemnify, and hold Narrator harmless against any loss, expense (including reasonable attorney's fees), or damage occasioned by Narrator from any claim, action, proceeding, or recovery arising out of a claim which arises out of a breach by Findaway of any of the representation or warranties in this IC Agreement (a "Claim"), subject to the conditions that (i) Narrator promptly notifies Findaway of any such Claim; (ii) Narrator permits Findaway to defend and, at Findaway's option, settle, at Findaway's expense, such Claim with counsel selected and paid for by Findaway; and (iii) Narrator provides all reasonable assistance requested by Findaway in connection with such Claim at Findaway's expense.
- c. Narrator represents and warrants that Narrator is free to enter into the IC Agreement and to perform all of the Services as required by this IC Agreement; that Narrator has made no agreements or commitments that prevent or interfere with the performance of Narrator's obligations under this IC Agreement; that Narrator will not enter into any Production Agreement if another agreement or commitment would prevent Narrator from properly completing the Services as to that Work; that all narration performed by Narrator will be original; that the narration (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; and that there is no agreement or other obligation that would prevent Rights Holder from retaining all rights in the Narrated Work and Audiobook. Narrator agrees to defend, indemnify and hold Findaway and its affiliates, and their respective employees, officers, directors, shareholders, and representatives harmless against any loss, expense (including reasonable attorney's fees) or damage occasioned by any claim, action, proceeding or recovery arising out of a claim which arises out of a breach by Narrator of any of the representations or warranties in this IC Agreement, subject to the conditions that (i) Findaway promptly notifies Narrator of any such Claim; (ii) Findaway permits Narrator to defend and at Narrator's option, settle, at Narrator's expense, such Claim with counsel selected and paid for by Narrator and (iii) Findaway provides all reasonable assistance requested by Narrator in connection with such Claim at Narrator's expense.

- d. The mutual representations, warranties, and indemnities made herein shall survive the termination of this IC Agreement.
- e. Narrator acknowledges that Findaway is relying on the truth and accuracy of Narrator's representations herein and that Findaway would not enter into this IC Agreement if these representations were not true and accurate.

#### **7. NON-EXCLUSIVITY AND NO OBLIGATION TO USE NARRATOR'S SERVICES**

- a. This IC Agreement is non-exclusive to both parties. The parties understand that Narrator is in the business of performing professional narration, and nothing in this IC Agreement is intended to limit or prevent Narrator from entering into narration agreements or other agreements with any other creator or distributor of audiobooks, including with companies that directly compete with Findaway. Findaway shall have no right whatsoever to limit Narrator's ability to obtain or pursue agreements to perform narration services or any other services for other companies.
- b. Nothing in this IC Agreement requires Findaway to retain Narrator's services at any time or to recommend Narrator's services to any Rights Holder or publisher for any written work.
- c. Nothing in this IC Agreement or in any Production Agreement shall obligate Findaway or Rights Holder to use, publish, or distribute any Narrated Work. Findaway and Rights Holder shall have the absolute right to elect not to use, publish, or distribute the Narrated Work or any portion thereof (even if the narration has been properly completed by Narrator), and any such decision shall not in any way affect the ownership of such Narrated Works or Audiobook.
- d. If, however, Narrator satisfactorily completes the Narrated Work as set forth in this IC Agreement and the applicable Production Agreement, Findaway shall be responsible for paying the Fee, regardless of whether the Narrated Work is ever used, published, or distributed.

#### **8. RIGHT OF PUBLICITY**

Narrator agrees that Findaway and Rights Holder will have the right to use Narrator's name, likeness, and biographical information, within reasonable commercial standards and in good taste, in marketing for the Audiobook in any media, without time or use restrictions. Narrator will, promptly on request, provide Findaway an image and brief written biography suitable for use by Findaway and Rights Holder in the marketing of the Audiobook.

## **9. INDEPENDENT CONTRACTOR**

- a. Narrator will provide services to Findaway on an independent contractor basis. Narrator agrees that Narrator is not an employee of Findaway or of Rights holder for any purpose whatsoever. Narrator is solely responsible for the payment of all taxes owed on account of the Services and the Fee. Narrator shall be solely responsible for payment of wages, taxes, and withholdings for any of Narrator's employees who may assist Narrator in any portion of the Services.
- b. Narrator agrees that with respect to any Production Agreement, the Narrator has been selected by Rights Holder to narrate the Work based on narrator's voice, which the parties agree is unique to narrator and cannot be substituted by Narrator with another individual's voice. However, Narrator shall have complete discretion to hire employees or assistants or to retain subcontractors to perform any other portion of the Services, including but not limited to editing, production, sound, and mixing.
- c. Narrator will have no authority to bind Findaway or Rights Holder in any way or to make any commitments to anyone on behalf of Findaway or Rights Holder without their prior written consent.
- d. Findaway shall have no right to control the times or days when Narrator performs the Services. Findaway shall have no right to control the number of hours per day that Narrator performs the Services. Findaway shall have no right to control whether Narrator retains assistants or helpers to perform portions of the Services other than the actual narration. Findaway shall have no right to control where Narrator performs the Services. Findaway shall have no right to control Narrator's selection of equipment to use for performing Services.
- e. Findaway shall have no right to require Narrator to accept any proposed project or Production Agreement or to require Narrator to narrate any particular Work. Narrator may accept or decline any proposed retention for any reason.
- f. Narrator shall have the discretion to propose the per finished hour fee for Narrator's services. All fees are subject to negotiation until agreed upon in a signed Production Agreement.

## **10. NOTICES**

All notices required under this IC Agreement shall be in writing and shall be given by facsimile (with printed confirmation), email, or by hand delivery to the other party at such addresses as a party may specify by notice.

## **11. FORCE MAJEURE**

It shall not be deemed a breach of this IC Agreement or of any Production Agreement if performance is delayed or impossible due to fire, flood, war, terror attack, tornado, Act of God, or other unforeseeable circumstance that is beyond the control of the party who failed to perform.

## **12. ASSIGNMENT**

- a. This IC Agreement is binding on the successors, fiduciaries and assigns of the parties.
- b. Findaway may assign its rights in the IC Agreement in whole or in part to any person, firm, or corporation, and such rights may be assigned by any assignee thereof, but no such assignment will relieve Findaway of any of Findaway's obligations under the IC Agreement.
- c. Narrator's narration services are of a unique, extraordinary, and personal character, which gives them a peculiar value, and therefore the narration itself may not be assigned by Narrator. Narrator may, however, use subcontractors or employees for other portions of the Services, such as editing or studio work. Any purported assignment by Narrator of the narration portion of the Services will be null and void.

## **13. MISCELLANEOUS**

- a. This IC Agreement shall be governed by the laws of the State of Ohio, without regard to the principles of conflicts of laws. Any action brought to enforce rights under this IC Agreement, under any Production Agreement, or in other way related to the Services shall be maintained exclusively in the state or federal courts in Northeast Ohio.
- b. This IC Agreement contains the entire understanding between the parties concerning the subject matter addressed herein. This IC Agreement supersedes and replaces all prior agreements, promises, and understandings between the parties.
- c. This IC Agreement cannot be modified except by written agreement signed by Narrator and by Findaway.
- d. If any term of this IC Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such term shall be severed from the IC Agreement and the remainder of this IC Agreement shall remain in full force and effect as if such invalid or unenforceable term had never been included.
- e. This IC Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS HEREOF the parties hereto have duly executed this IC Agreement the day and year first above written.

**ACCEPTED AND AGREED:**

FINDAWAY WORLD, LLC

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

NARRATOR

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**PRODUCTION AGREEMENT**

This Production Agreement is a supplement to, and is incorporated into, the Findaway Independent Contractor Agreement for Narration Services (“IC Agreement”), previously entered into between \_\_\_\_\_ (“Narrator”) and Findaway World, LLC (“Findaway”). All terms and definitions in the IC Agreement shall apply to the Services described below.

1. Findaway hereby retains Narrator to provide the Services on an independent contractor basis consistent with the terms set forth in the IC Agreement and described in this Production Agreement.

a. The “Services” shall be performed for the following “Work”:

Title:  
Author:  
Rights Holder:

b. Language for narration:  English       Other: \_\_\_\_\_

2. The “Fee” for performing the Services shall be as follows:

\$\_\_\_\_\_ per hour of finished audio. A finished hour of audio is measured as sixty minutes of completed Audiobook, without regard to the amount of time it took to create and edit that finished hour. Payment for partial hours will be pro-rated based on the per finished hour rate and the Audiobook’s actual final duration.

3. The initial recording shall be provided to Findaway no later than: \_\_\_\_\_ (“Due Date”), unless mutually agreed in writing between Narrator and Findaway. This date does not reflect the termination of the Services for this Narrated Work because edits may be required, as described in the IC Agreement.

4. Pseudonym, if any, to be used for narration credit: \_\_\_\_\_

5. Other Specifications: \_\_\_\_\_

**ACCEPTED AND AGREED:**

FINDAWAY WORLD, LLC

NARRATOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_