

Contract Clauses:

PLEASE NOTE! These clauses are not meant to burden you, my client. Once my audio recordings leave my hands, I'm relatively powerless as far as their usage goes. Thus, these protections and clarifiers. Thank you for your understanding in helping me protect my interests as I serve you well!

General:

1. Voiceover Artist is herein referred to as "VO". VO is managed by Company Name.
2. This contract subject to change depending on further details from customer or changes, which include increased word count, revised script, changed target market, duration or project type.
3. Directed session included for free (if client needs it) for all projects \$400 and over; it can be added to projects under \$400 for an additional \$100.
4. VO agrees NOT to post samples of finished work on VO's website without consent of Client.
5. This contract does not grant a full buyout and does not grant usage in perpetuity ****unless otherwise indicated on Page 1, usually in Block 2****
6. Usage will be for a maximum of one year, ****unless usage terms are stated on Page 1, usually in Block 2****
7. According to the 2012 [Beijing Treaty on Audiovisual Performances](#) enforced by [The World Intellectual Property Organization](#), and the usage of my likeness and recorded media are protected, and any contracted usage herein is enforceable by law, as is the [right of publicity](#).
8. Client will not furnish or sell recorded files specified herein in any way to any third party for any purpose whatsoever.
9. Client or VO may at any time terminate contract or refuse to resume partnership on this contract. If during the course of production client decides to terminate, final bill will be generated for hours VO worked, billable at quoted hourly rate or words performed, plus all materials incurred in production thus far, minus any deposit(s) paid by client.
10. VO will always provide client broadcast-ready .mp3's and .wav files, or upon request, raw .wav, .aiff, or other format

Pickups:

1. Depending on the script length, VO will provide a few reads of each awarded script. Scripts under 2 minutes allow for 3 total takes/reads without additional charge with the exception of bulk E-learning sets.
2. Minimum \$100 session fee incurred if changes in script post-recording necessitate new recordings, and said changes amount to >15% of the original script. Only the changed "pickup" sections will be recorded. If a new full read is required by client instead of pickups, \$100 fee applies.
3. If pickups are issued intermittently (i.e., with E-Learning), \$100 studio session charge after second instance regardless of word count change.
4. Minimum 50% of the original project fee incurred if changes in script necessitate new recordings, and said changes amount to >50% of the original script.
5. Pickups do not "expire." Even if a project has been paid in full, if pickups become necessary, they are provided in accordance with the terms herein.
6. E-Learning additions (post-recording & submission) are billed at minimum one full minute.
7. If any pickups are included for free, they will be stated on the previous page in the estimate portion.
8. Master reads are based off of approved auditions. Re-reads are billable at the minimum session fee of \$100 if the original read was based off of the approved audition and a change is now requested in tone, cadence, accent, delivery, age, gender or other requested deviation from the original tone & cadence.

Payment & Terms:

1. The pricing on this contract is good for 90 days from the date of issue, except in the cases of special monthly discount days that must be booked that same day for the contract pricing to be valid.
2. Any deposits paid go against the final amount to cover VO's hours & materials in the event of cancellation.
3. Deposits & Payments are wholly refundable until work has commenced.
4. Script(s) should be thoroughly proofed and vetted by the client. It is not the VO's responsibility to proof scripts and VO is not obligated to reread at no charge any portions of scripts that contained grammatical or spelling errors.
5. Voice Talent shall be paid the amount(s) agreed to herein whether or not end client(s) decide to ultimately use recordings provided by Voice Talent. If different voice talent is ultimately chosen after recordings have been provided, client is responsible for full payment listed herein.
6. If no specific Net Term length is stated above, then payment is due by 7 days from deliverables.
7. **Net terms duration starts from date of initial deliverables, despite any subsequent revised invoices sent to Client or perceived approval / client review timelines. Payables are required to be received in hand by Company Name by the net terms date stated, as opposed to being *issued* by said net terms date. Timeline of payment issuance**

to Company Name is not subject to receipt of payment by any of client's clients, or pickups needed. Payment is required to be received by Company Name by the net terms date specified herein.

8. 1% Penalty accrues per day (after due date PLUS 5-day grace period) for each late payment.
9. International (non-USA) clients must sometimes make at least 50% payment prior to full, unwatermarked release of any files. If this is required, it will be stated in one of the rows on Page 1. If not required, it will be absent.

Legal & Disputes:

1. Client agrees to a non-disparagement clause in the event of any disagreement or misunderstanding that may arise.
2. In the event of any dispute, Client agrees to submit to the jurisdiction of the State of Nevada.
3. This contract must be signed prior to VO beginning work. In the event that any client requires signing of their own contract, any competing clauses or terms therein or herein shall be assimilated into each contract with the ultimate understanding that usage terms are to be upheld, and payment provided in a timely manner.
4. Upon acceptance of this contract, client agrees to hold harmless and indemnify VO and Company Name for all matters other than material breach of contract in the case of failure to deliver voiceover files in the approved voice from the audition.