

Audiobook Narrations and Production Agreement

WaywardSun Audio Productions



THIS CONTRACT made and entered into this day of , 2024

BETWEEN:

I

Client

-AND-

WaywardSun Audio Productions
Steven Osarczuk Narrator/Producer
(the "Performer")

BACKGROUND:

- A. The Performer is a professional Audiobook Narrator and Producer known as "WaywardSun Audio Productions"
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Performer

1. Any payment by check, money order or electronic payment should be made out to **Steven Osarczuk**.
The Performer's business address is as follows:

28 Laura Drive
New Paltz, NY 12561
(845) 293-5298
Email: waywardsunvoiceover@gmail.com

Business Address of the Client

2. The Client's address is as follows:

Address:

Telephone:

Email:

Venue

3. The place of the performance (the Venue) is located at:

Name: WaywardSun Audio Productions Recording Studio

28 Laura Drive
New Paltz, NY 12561
(845) 293-5298

Performance/Service

4. The Performance and Services to be provided by the Performer can be described as: To Narrate, Perform and to Produce a written manuscript into a professionally mastered audiobook.

A.) Services – WaywardSun will provide:

1. Complete and full audio narration of the agreed upon manuscript.
2. Audio tracks to be recorded in mono files.
3. Dedication, Acknowledgments, Prologue, Epilogue, Opening and Closing Credits.
4. A selection of music if desired and agreed upon to play during the Opening and Closing Credits (*Use License for audiobook purposes is an additional cost*)
5. A Retail Audio Sample between one and five minutes long pulled from the audiobook files and manipulated for the purposes of Retail Sale and Marketing Programs.
6. All audio files to be produced in accordance with audiobook industry standard levels included but not limited to:
 - RMS measure between -23dB and -18dB
 - Peak to have -3dB value
 - Noise Floor of a -60dB maximum
 - Flies to be recorded at 192kbs (or higher)
 - Constant Bit MP3 files
 - All audio files to be free of extraneous sounds such a plosives, mic pops, mouse & keyboard clicks, excessive mouth and breath sounds and all outtakes.
7. 1 Complete revision, modification or change of each produced chapter, segment, or section of the manuscript as it is separated by the author.
8. ***A written correspondence usually in the form of an email detailing any discovered manuscript errors or editing issues during production. Identifying Chapter, Page, Paragraph and Line of the error along with a description of the solution arrived at or a recommendation for a solution. See included document titled, **Dealing with Manuscript Errors, Contractions and Accents.**
9. Professional availability to clients 24/7
10. Professional guidance and advice regarding audiobook narration and production.

Dates of the Production

5. The Audiobook Production will commence on the date indicated in the table below

Audiobook Start Date	Production Halfway Point Date	Audiobook Completion Date	Audiobook Retail Sale Launch Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Payment

6. In full consideration of all services rendered by the Performer at the completion of the audiobook production, the Client agrees to pay the Performer an estimated fee of \$ USD. Said **Final** fee amount is to be determined by the Performer's PFH rate (Price Per Finished Hour) rate of **\$350.00** multiplied by the finished hourly length of the Client's audiobook upon completion. The Client understands that all initial fees verbally quoted are estimates and the actual fee (payment) is determined by the formula listed above. Upon completion of the audiobook production and prior to the final chapter or audio track being submitted, the Client agrees to pay in full the fixed fee determined by the formula listed above.

Priority Production Time Slot Request

7. In the event the Client requests a specific future production date which has already been allotted to another audiobook production, WaywardSun has the sole right to honor said request after considering several factors such as but not limited to book length, performer availability and genre. WaywardSun Audio will apply an additional \$50.00 Per Finished Hour Fee to the Established PFH already mentioned above in Section 6 of this agreement for all agreed to priority time slots, changes, or accommodations. _____

Client Initials

The PFH rate of \$350.00 (price per finished hour of audio) will be amended to a PFH rate of \$400.00 (price per finished hour of audio) with a Priority Time Slot in effect.

Deposit

8. Reserving Future Studio Time: The Client agrees to pay the Performer a non-refundable deposit of 50% of the estimated cost of the proposed audiobook production (IF) the Client wishes to secure a Future Production Start Date in excess of 6 six months.

Performer Expenses

9. The Client agrees to reimburse the Performer for any additional fees, costs or expenses incurred during the audiobook production period as they relate to the production. Such fees may include but are not limited to music use licensing fees, sound effect use licensing fees, website membership subscription fees associated with the production.

Cancellation

10. The Performer reserves the right to cancel the audiobook production without obligation upon written notice to the Client. In the event the Performer cancels the audiobook production under the terms of this section, any deposits will be returned to the Client promptly.

11. The Client reserves the right to cancel this agreement without obligation upon written notice to the Performer prior to the Production Halfway Point Date as described and referenced in the table of Section 5 of this Agreement. In the event of said cancellation prior to the Production Halfway Point, payments or deposits or any licensing or site fees made by the Client – except for the Future Studio Time Deposit described in section 7 of this agreement – will be returned. If the Client cancels, postpones or unnecessarily delays the audiobook production for any reason or cancels the audiobook production AFTER the Production Halfway Point Date then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Client will forfeit any Deposits already paid to the Performer and agrees to compensate the Performer for the work performed up to and including the cancellation date.

Force Majeure

12. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts of regulations of public authorities, labor difficulties or strikes, inclement weather, epidemic, interruption or delay of wireless or internet services, acts of God or any other legitimate cause beyond the reasonable control of the Performer and the Client

Sickness and Accidents

13. The Performer agrees to meet its obligation under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligation under this section will result in the Performer returning any and all outstanding deposits to the Client.

Possession and Use of Audiobook Files

14. All audio files created as a result of the agreed to production of an audiobook will become the property of the Client at the end of the audiobook production. The Client will retain all associated rights related to the written manuscript and audiobook production. The Performer reserves the right to use sections and partial tracks of the audiobook production as a marketing tool for the sole purpose of promoting the Performers business and reputation as a performer. The Performer agrees not to sell or distribute any audio material related to the audiobook production that will in any way threaten, reduce income, or otherwise hinder the Clients efforts.

Permits and Licenses

15. The Client warrants and represents that it has and is the Authorized Rights Holder or Authorized Legal Representative of the written manuscript for which the audiobook production is based. Client also affirms that it will be the legal holder of any Use License Agreement obtained for any music track or sound effect used during the audiobook production. The Client shall hold the Performer harmless for any violations or failures of the Client to obtain proper legal rights to the written manuscript or other copyrighted material presented to the Performer by the Client for use in the audiobook production.

Governing Law

16. This Agreement will be governed by, and construed in accordance with, the laws of New York State. The Client and the Performer each submit to the jurisdiction of the courts of the State of New York for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Covenant of Good Faith and Fair Dealing

17. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

18. The Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.
19. If any term, covenant, condition or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
20. The Performer and the Client both warrant and represent that all copyrighted material to be performed or used during the production of the audiobook has been licensed or authorized by the copyright owners or their representatives.
21. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the audiobook production. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the audiobook production and it is expected that the Performer will enter other similar agreements with other clients.
22. Any notices of delivery required here will be deemed completed when hand-delivered, delivered by agent, emailed electronically or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal

on this day of 2024

Client Signature:

Performers Signature:

WaywardSun Audio Productions
Steven Osarczuk