

**STANDARD FORM FREELANCE TELEVISION
WRITER'S EMPLOYMENT CONTRACT**

Agreement entered into at _____, this _____ day
of _____ 20_____, between _____
_____, hereinafter called "Company"
and _____, hereinafter called "Writer."

WITNESSETH:

1. Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in paragraph 2. hereof, hereinafter for convenience referred to as the "work." The Writer accepts such employment and agrees to render his/her services hereunder and devote his/her best talents, efforts and abilities in accordance with the instructions, control and directions of the Company.

2. **FORM OF WORK:**

- () Plot outline (based on _____).
- () Story (based on _____).
- () Story and teleplay (based on _____).
- () Teleplay (based on _____).
- () Rewrite (of _____).
- () Polish (of _____).
- () Other material (described as _____).

3. **DELIVERY:**

If the Writer has agreed to complete and deliver the work, and/or any changes and revisions, within a certain period or periods of time, then such agreement will be expressed in this paragraph as follows:

4. **RIGHT TO OFFSET:**

With respect to Writer's warranties and indemnification agreement, the Company and the Writer agree that upon the presentation of any claim or the institution of any action involving a breach of warranty, the party receiving notice thereof will promptly notify the other party in regard thereto. Company agrees that the pendency of any such claim or action shall not relieve the Company of its obligation to pay the Writer any monies due hereunder, and the Company will not

have the right to withhold such monies until it has sustained a loss or suffered an adverse judgment or decree by reason of such claim or action.

5. COMPENSATION:

As full compensation for all services to be rendered hereunder, the rights granted to the Company with respect to the work, and the undertakings and agreements assumed by the Writer, and upon condition that the Writer shall fully perform such undertakings and agreements, Company will pay the Writer the following amounts:

- a. Compensation for services \$ _____
- b. Advance for television reruns \$ _____
- c. Advance for theatrical use \$ _____

No amounts may be inserted in b. or c. above unless the amount set forth in a. above is at least twice the applicable minimum compensation set forth in the 2020 WGA-AMPTP Theatrical and Television Basic Agreement for the type of services to be rendered hereunder.

If the assignment is for story and teleplay or teleplay, the following amounts of the compensation set forth in subparagraph a. above will be paid in accordance with the provisions of Article 13.B. of said Basic Agreement.

- (1) \$ _____ following delivery of story.
- (2) \$ _____ following delivery of first draft teleplay.
- (3) \$ _____ following delivery of final draft teleplay.

In the event Writer receives screen credit on the television motion picture based on the above work and said motion picture is exhibited theatrically, Company shall pay to the Writer the additional sum of \$ _____ as provided in Article 15.B.13. of the Basic Agreement.

6. MINIMUM BASIC AGREEMENT:

The parties acknowledge that this contract is subject to all of the terms and provisions of the Basic Agreement and to the extent that the terms and provisions of said Basic Agreement are more advantageous to Writer than the terms hereof, the terms of said Basic Agreement shall supersede and replace the less advantageous terms of this agreement. Writer is an employee as defined by

said Basic Agreement and Company has the right to control and direct the services to be performed.

7. **GUILD MEMBERSHIP:**

To the extent that it may be lawful for the Company to require the Writer to do so, Writer agrees to become and/or remain a member of Writers Guild of America in good standing as required by the provisions of said Basic Agreement. If Writer fails or refuses to become or remain a member of said Guild in good standing, as required in the preceding sentence, the Company shall have the right at any time thereafter to terminate this agreement with the Writer.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

By _____

Company

Writer

[The foregoing Freelance Television Writer's Contract may contain any other provisions acceptable to both Writer and Company and not less favorable to, inconsistent with or violative of any of the terms or provisions of the Basic Agreement above mentioned.]