

**ACX INDEPENDENT CONTRACTOR AGREEMENT:
NARRATION SERVICES**

Version 1.0 (03.09.11)

This **ACX Audiobook Narration Services Agreement** ("Agreement") is entered into effective as of the date of the later of the signature dates below by and between _____ (**Producer Name**) ("**Producer**") and _____ (**Narrator Name**) ("**Narrator**"), and applies to the performance of audio narration services by Narrator for Producer in connection with an audiobook Producer is creating through the audiobook production service and rights marketplace available at www.acx.com ("ACX").

1. **Engagement to Perform Narration.** Producer engages Narrator to perform an oral narration of the work, _____ (**Name of Title**) by _____ (**Name of Author**) (the "**Work**"), in the _____ (**Language**) language (such raw recorded oral narration, the "**Narration**") for purposes of the production of a finished audiobook of the Work ("**Audiobook**") for commercial sale and distribution.
2. **Production Schedule and Guidelines.** Narrator will appear and perform the Narration on the date(s) and time(s), and at the location(s), designated by Producer, including 4 follow-up sessions to re-record all or part of the Narration, and such number of additional follow up sessions as Producer may request to the extent Producer or Rights Holder determines that further revisions are necessary. Narrator will perform the Narration in accordance with the ACX Rules for Narrators set forth in the ACX Rules for Audiobook Production, the current version of which is attached to this Agreement as Exhibit A. Producer may hire third parties to assist in the production and recording of the Narration and the Audiobook, including editors, studio engineers, and other narrators or vocal performers. Narrator agrees to work cooperatively and professionally with any such third parties.
3. **Producer Approval.** Producer will have the right to approve or reject the Narration at any stage of production and upon completion. Producer agrees to work with Narrator in good faith in connection with Producer's right of approval, including making timely and constructive suggestions to help Narrator deliver a performance of the Narration to Producer's specifications.
4. **Payment Terms.** As full consideration for all services performed by Narrator under this Agreement, and provided Narrator is not in breach of these Agreement, Producer will pay Narrator the amount of \$_____ per hour of finished audio within 30 days of Narrator's completion of the Narration and Producer's final approval thereof. If Narrator quits at any time before the Audiobook is produced or fails to meet the specifications set forth in the ACX Rules for Narrators, Narrator will not receive any payment. Unless specified otherwise in writing by Producer, Narrator is responsible for all of Narrator's own costs and expenses in performing the Services.
5. **Termination.**
 - a. **By Narrator.** Narrator may terminate this Agreement (i) if Producer fails to provide Narrator a manuscript of the Work within 10 days prior to the first scheduled recording date, or (ii) by giving Producer at least 14 days written notice prior to the first scheduled recording date. In such case, Producer will owe no payment to Narrator.

b. By Producer.

- i. Termination with no Termination Fee.** Producer may terminate this Agreement by provision of written notice of termination to Narrator and will owe no payment to Narrator in the event that (A) Narrator fails to confirm (including in an email sent to Producer at an email address designated by Producer), by _____ **(Date)**, Narrator's commitment to appear to perform the Narration on the dates and in the locations specified by Producer, or (B) Producer or Rights Holder is not satisfied with Narrator's performance of the initial 15 finished minutes of the Narration, provided that, if Producer uses Narrator's initial 15 minutes of the Narration in the Audiobook, Producer must pay Narrator for Narrator's services in connection with recording such initial 15 minutes, based on the per finished audio hourly fee set forth in Section 4.
 - ii. Termination with Termination Fee.** In addition to the rights of Producer to terminate this Agreement without payment of fees pursuant to Section 5(b)(i), Producer may terminate this Agreement by provision of written notice of termination to Narrator if Producer is not satisfied with the final completed recording of the Narration, subject to payment of a termination fee equal to 50% of the cost of Narrator's services using the per hourly fee set forth in Section 4 and Producer's estimate of the total hours of finished audio for the completed Audiobook.
- 6. Ownership.** Narrator understands and agrees that all right, title, and interest in the Work is owned and controlled by _____ **(Rights Holder Name)** ("Rights Holder"). Narrator further understands and agrees that the Narration has been specially ordered and commissioned by Producer 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, 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. Narrator agrees that all right, title, and interest in and to such Work Product will be owned, immediately upon creation, exclusively 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 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. Narrator will execute any additional documents required by Producer or Rights Holder to establish such ownership or assignment to Rights Holder. In the event of any termination of this Agreement prior to Narrator's completion of the Narration, the provisions of this Agreement regarding ownership will apply with respect to any portion of the Services that might have been completed prior to such termination.
- 7. Right of Publicity Grant.** Narrator agrees that Producer, Rights Holder and Audible will have the right to use Narrator's name, likeness, and biographical information in marketing for the Audiobook in any media without time or use restrictions. Narrator will, promptly on request, provide Producer an image and brief written biography suitable for use by Producer, Rights Holder and Audible in the marketing of the Audiobook.
- 8. Representations and Warranties.** Narrator represents and warrants that: (a) Narrator is free to enter into the Agreement and to perform Narrator's obligations as required by this Agreement, (b) Narrator has made no agreements or commitments that prevent or interfere with the performance of Narrator's obligations under the Agreement, and (c)

the vocal performance in the Narration will be original and the Narration itself (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. Narrator warrants, for the benefit of Producer, Rights Holder and Audible, that Narrator has all rights required to perform the Narration pursuant to the Agreement and for Rights Holder and Audible to make the Audiobook available for production and distribution.

9. **No Obligation to Use Narrator's Services.** Nothing in this Agreement will require Producer to use Narrator's Services or to produce or exploit the Audiobook or to make any use whatsoever of the Work Product. Producer will have the absolute right to elect not to use Narrator's Services pursuant to this Section 9. Without limiting any rights or remedies, at law or in equity, that may otherwise be available to Producer and without prejudice to such rights and remedies, in the event Producer does not wish to use Narrator's Services for any reason, Producer's only continuing obligation to Narrator will be payment of fees owed to Narrator under Section 4 for Services completed and approved by Producer which, when paid, will be deemed payment in full of all compensation payable to Narrator under this Agreement. Thereafter, Producer will be released and discharged from any and all further obligations which Producer may have to Narrator.
10. **Narrator's Remedies.** The rights and remedies of Narrator in the event of any breach by Producer of this Agreement will be cumulative and the exercise of one will not preclude the exercise of any other remedy for the same or any other default; provided, however, that in any event, Narrator's remedies will be limited to Narrator's right to recover damages, if any, in an action at law, and Narrator unconditionally waives any right or remedy in equity, including any right to terminate this Agreement, or to rescind Rights Holder's right, title and interest in and to any Work Product created by Narrator hereunder or the results and proceeds of Narrator's Services or any other rights granted to Producer or Rights Holder hereunder, or to enjoin or restrain the distribution of the Audiobook or the use, publication or dissemination of any advertising or publicity in connection therewith.
11. **Independent Contractor.** Narrator will provide services to Producer on an independent contractor basis. Narrator is solely responsible for the payment of all taxes applicable to all sums paid to Narrator hereunder. Narrator will have no authority to bind Producer, Rights Holder or Audible in any way or to make any commitments to anyone on behalf of Producer, Rights Holder or Audible without their prior written consent.
12. **Assignment.** Producer may assign its rights in the 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 Producer of any of Producer's obligations under the Agreement. Narrator's services are of a unique, extraordinary, and personal character which gives them a peculiar value, and therefore may not be assigned by Narrator. Any purported assignment by Narrator will be null and void.
13. **General.** This Agreement, together with the attached Exhibit, constitutes the entire understanding between Producer and Narrator with respect to the subject matter hereof, supersedes all other agreements and understandings between the parties, and may not be modified or amended, except by a writing signed by both parties. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. A waiver by either party of any term or condition of this Agreement in any instance will not be deemed a later waiver of such term or condition, or of any later breach thereof, or as a waiver of any other term

or condition in this Agreement. This Agreement, and all rights and duties of the parties, will be governed by and enforced in accordance with the laws of the State of New York, excluding any conflict of laws provisions. Except to the extent that both Producer and Narrator are ACX participants and the ACX Dispute Resolution Procedures set forth in the current version of the ACX Account Holder Agreement may otherwise specifically provide, all disputes with respect to matters under this Agreement or with respect to the Agreement will be subject to the exclusive venue and jurisdiction of the courts of the State of New York, located in New York City. All notices that either party is required or desires to serve on the other will be in writing and given either by personal delivery or by registered mail (postage prepaid) to the other party at the address on this signature page below, or such other address as either party may designate from time to time in writing. The date of personal delivery, or the date that is 24 hours following the date of registered mailing, as applicable, will be deemed the date of service or delivery. This Agreement may be executed by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute the same instrument.

Accepted and Agreed:

(Producer Name)

By: _____

Printed Name: _____

Its: _____

Date Signed: _____

Address:

(Narrator Name)

By: _____

Printed Name: _____

Its: _____

Date Signed: _____

Address:

Exhibit A

ACX Rules for Narrators

Excerpted from: ACX RULES FOR AUDIOBOOK PRODUCTION

RECORDING GUIDELINES

In general, the audiobook read should be well-paced, easy to understand, and up to the same professional industry standards found in other audiobooks. If you have not spent much time listening to audiobooks, please do so before embarking on the labor-intensive process of narrating and editing an audiobook.

Format and Method: Audiobooks should be recorded in 16 bit / 44.1 k .wav file format. This is considered CD quality. Generally, audiobooks are recorded by one of two methods:

- **Punch Record:** This is most common. When a mistake is made, go back to the previous sentence or break, and punch in (pick up the read from where you left off). Be careful not to cut off breaths, as the recording should sound clean, and any chopped audio will need to be fixed later. One of the main pros of using this method is that it becomes much quicker to edit, since the book is already put together during recording. One of the cons is that it takes a reasonable amount of audio production experience to be able to “punch” cleanly and correctly, to achieve this.
- **Straight Record:** Less common. When a mistake is made, recording does not stop. The reader simply goes back and re-reads from the previous sentence or break. Later, the takes are edited together (and the mistakes are cut out). One of the pros of this method is that it’s faster to record the audiobook, and there are fewer interruptions. One of the cons is that it will take about three times as long to edit the book.

Room Tone: Room Tone should be recorded at the end of every day of recording, using the same settings that were used to record the narration. This is ‘dead air’, where only the mic is recorded, by itself, capturing the ambience of the room. Later, during the editing process, this Room Tone is added between sentences, and used to mask noises and adjust pacing.

Credits: Please record opening and closing credits for the book. These credits are sometimes read by the book’s narrator, and sometimes by a different person acting as the announcer; it’s up to you.

Opening credits should be placed at the very start of the audiobook (before any narration). Closing credits should be at the tail end. We suggest the following template:

OPENING CREDITS:

“[Company Name] presents... [title of audiobook]
Written by [name of author]
Narrated by [name of narrator]”

or simply:

“[title of audiobook]
Written by [name of author]
Narrated by [name of narrator]”

CLOSING CREDITS:

This has been a [Company Name] production of [title of audiobook]
Written by [name of author]
Narrated by [name of narrator]
Producer: [name]
Editor: [name]
Music by [name of composer] ← *if applicable*
Copyright [year and name of copyright holder]
Production copyright 2010 [or whatever year it was recorded] by [company name]

Common Mistakes:

- **Movement:** Noises caused by the narrator moving around (this can be clothing, jewelry, rustling papers, or rubbing against the chair, for example) should be avoided. These sounds can take the listener 'out of the element', and ruin the experience.
- **Plosives:** Wind from the narrator's mouth can often hit the mic too hard, and cause a plosive. This is an unwanted pop that can occur on any word, but, usually, this most frequently occurs with words that start with the letter "P". Plosives sound bad and are distracting to the listener. If a plosive occurs, the line should be re-read, making adjustments to the position of the narrator and/or force with which the word is read, so that no pop is audible.
- **Audio Distortion:** If the audio is too loud, it will distort. The level meter will usually display this by displaying red or indicating that you have gone over the 'zero' mark. Often, distortion cannot be heard while playing back the audio within the software program that is being used for recording because there is built in 'headroom' that allows you to decrease the volume of that part without having to re-record. But even if distortion is not heard, if the level hits 'zero' (or goes into the red), it will distort once the audiobook is encoded for Audible.com and iTunes. To avoid all distortion in the audiobook, the actual level meter must be constantly monitored, keeping it below zero at all times.
- **Continuity:** An audiobook requires consideration for continuity so that it remains consistent in tone throughout. This includes distinct character voices, accents, or alternate pronunciations. It's always a good idea to add markers during recording (or manually note the time) for anything that may need continuity. This way, it's easy to go back and see how it was read the first time. For example, the narrator may give a minor character a child-like voice in chapter one, but then forget what it sounded like when the character recurs later. Similarly, the narrator may choose how to read a word that has two dictionary-accepted pronunciations. Later, if that word reappears in the text, it needs to be pronounced the exact same way. Markers (or manual notation of the record time) make it easier to locate these kinds of things.
- **Reading Too Fast:** The narrator should read at a pace that can be followed by any reasonable listener of audiobooks. A diverse group of people listen to audiobooks, and many listeners will not be able to follow along if the narrator is reading too fast. A pace that is too quick can also lead to skipping words, sentences, or paragraphs, which can make the editing and QC process take longer.