



# PROPOSAL KIT SAMPLE

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## AUDIO RECORDING / VOICE TALENT CONTRACT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Talent") and <<CustCompany>> ("Customer").

### Terms and Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Talent hereby agree as follows:

#### 1. Description of the Work Product ("Specifications").

Talent agrees to develop the Work Product according to the terms listed on Exhibit B attached hereto.

#### 2. Responsibility for Original Material.

Materials provided to Talent for use in fulfilling the Work Product ("the Materials") may include, but are not limited to: Animations, Source or Compiled Code, Demos, Pictures, Film, Slides, 8-mm and 16-mm Film, Videotapes, Audio, Artwork, Motion Graphics, 3D Animation, Digital Media or other source materials required for inclusion in the Work Product. Talent is not responsible for lost or damaged materials and any compensation due Customer shall extend only to the cost of replacing the Materials in their raw or stock format. Services provided to Customer under this Agreement may include the use of subcontractors and third-party services. Customer agrees to indemnify and hold Talent harmless from any and all claims for any loss, damage or delay to the Materials or Work Product while in transit or in the possession of third-party services or subcontractors and agrees that damages shall be limited to replacement or replacement cost of the raw original material and media provided to Talent.

#### 3. Delivery of Work Product.

Talent will use all reasonable efforts in the development of the Work Product and endeavor to complete and deliver to Customer the

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completed Work Product no later than <<DeliveryDate>> by an approved party, provided that payment and all requested materials and instructions have been received by Talent from Customer. Any delay in the completion of the Work Product due to actions or negligence of Customer, transportation delays, illness, or circumstances outside the control of Talent shall alter the delivery date. Talent will make reasonable effort to notify Customer of any delays to the estimated delivery date as soon as possible.

### **3.1 Proofing.**

Audio proofs will be presented for Customer approval at each stage of development. If revisions are required, a request must be made when proofs are returned to Talent. Reasonable edits, re-cuts or re-recordings based upon Customer's feedback will constitute acceptable delivery unless otherwise agreed upon in writing by both Talent and Customer. The total number of audio proofs provided to Customer shall number << Insert Number of Audio Proofs Count >> unless otherwise determined in the Specifications. Audio proofs may be provided to Customer in formats that differ from the final output as outlined in the Specifications. Customer acknowledges that quality, bitrate, media type or any other element presented in the proof to Customer may change upon final delivery and shall not constitute a breach or material deviation from the Specifications.

### **3.2 Additional Editing and Changes.**

Any requested changes to the Specifications shall constitute additional editing and incur additional charges or fees. Additional charges for production, recording, post-production, editing and changes shall be billed at <<HourlyRate>> per hour. All additional changes must be submitted and approved by both parties in writing by approved Contract Change form.

### **3.3 Back-ups and Copies of Work Product Files.**

Talent shall not be responsible for maintaining any copies of Work Product source files, masters, materials or other media created by Talent for Customer under this Agreement after any such materials have been

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turned over to Customer. It is Customer's sole responsibility to create back-up copies of any Work Product files received in order to preserve the integrity of their Work Product files and protect against unforeseen loss.

### **3.4 Reproduction of Work Product. (Check all that apply.)**

Upon successful completion of all compensation terms and outstanding balances owed to Talent,

Customer is granted full and unlimited reproduction rights to the Work Product.

Customer is granted a one-time, limited use reproduction right for the Work Product in exchange for the compensation paid to Talent. Work Product shall not be reproduced in any format without the written consent of Talent.

Talent retains the right to reproduce the Work Product in any form for marketing, future publications, competitions or other promotional uses. Talent shall at no time reproduce the Work Product for use in commercial means or for-profit use.

Talent may NOT reproduce or disclose any information concerning the Work Product at any time.

Talent may not reproduce Work Product or disclose information concerning the Work Product until such time that the Work Product and information is made available to the public.

### **4. Ownership of Masters, Media and Source Files.**

Except for Customer's Proprietary Material contained in the Work Product, Talent shall hold all right, title, and interest in all original recordings, audio, video, artwork, whether in draft, mock-up, concept or final development for the Work Product. Any unauthorized copying is strictly prohibited. All recording equipment, supplies, cameras, edited or master media or any original media produced during the execution of this Agreement shall remain the exclusive property of Talent.

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## 5. Compensation.

In return for the Work Products that are completed and delivered under this Agreement and Exhibit B, Customer shall compensate Talent, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Talent have the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all files, recordings, source, commitments or any other service to be performed by Talent for Customer, (3) bring legal action. Customer is responsible for all third-party material costs as outlined in Exhibit A, and accepts responsibility for all additional approved costs that Talent may incur in the development of this Work Product. All audio masters, film, tapes or other source materials shall remain the exclusive property of Talent and will only be made available to Customer for an additional fee.

## 6. Confidentiality.

Customer and Talent acknowledge and agree that the Specifications and all other documents and information related to the development of the Work Product, excluding Customer's Proprietary Material, (the "Confidential Information"), will

# DEMO CONTRACT

**This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/htm/legal-contract-templates/specialty-project-contracts/audio-recording-voice-talent-contract.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

