

# What Every Writer Needs to Know

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# What Every Writer Needs to Know

## Introduction

The purpose of this guide is to provide you, the writer, with a quick reference to some of the rights to which you may be entitled under the WGA Theatrical and Television Basic Agreement (better known as the "MBA"). It also contains other information beneficial to writers working on films under the Writers Guild's jurisdiction.

To ensure that you are able to take advantage of the many protections afforded by the MBA, you must deal only with Guild signatory Companies. A Guild signatory company is a company that has agreed to be bound by the terms of the MBA. If you work for a non-signatory company, the Guild cannot guarantee you the protections afforded under the MBA. In fact, if you are a WGA member, it is a violation of the Guild's [Working Rules](#) if you perform services for a company or sell literary material to a company that is not signatory to the MBA. Before accepting employment or selling literary material, we urge you to call the WGAW Signatories Department at (323) 782-4514 or the WGAE Signatories Department at (212) 767-7837, or use the [Signatory Confirmation Lookup](#) tool online, to ensure that the relevant employing or purchasing Company is signatory. Do not rely on the fact that a company has produced other films or that the company promises to become signatory or that other companies with similar names are signatory to the MBA.

Specific MBA Articles, Appendices and Credits Schedules are referenced throughout this guide. However, do not use this guide as a substitute for the MBA as it is not intended to and does not alter the provisions of the MBA in any way. In the event anything herein contradicts the MBA, the MBA controls. The references listed after each provision refer either to the MBA or the Guild's [Working Rules](#). The word "Company" refers to entities that are signatory to the MBA; it also refers to authorized representatives of the employing and/or purchasing Company.

Note: WGA jurisdiction includes all employment by a signatory Company for writing services, options/sales of literary material by "professional writers" to a signatory Company, and options/sales by writers the Company agrees to treat as "professional writers" as that term is defined in the MBA. Please call the WGAW Contracts Department at (323) 782-4501, or the WGAE Contracts Department at (212) 767-7837, if you have any questions.

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# What Every Writer Needs to Know

## PART I: Long-Form Television and Pilots

### Know the Assignment

1. Before you are employed, you should clarify with the Company the writing services you are being hired to perform. The Company must tell you the number of writing "steps" and the amount of money you are to be paid for each step. (Article 13.B.7., Working Rule #4) For example, know up front if you will be asked to write a separate story, or if you will go directly to teleplay.
2. The Company may not ask you to perform any services for which payment is contingent upon the acceptance or approval of the material. This is prohibited "speculative writing." (Article 20.B., Working Rule #14) For example, the producer may not say "Write up the story and, if I like it, I'll pay for it."
3. The Company must notify you of any writers who preceded you on the project. Likewise, the Company must notify you of any other materials upon which the work is to be based. Also, the Company must notify you of any writers hired to write simultaneously with you and of any writers hired subsequent to you. The Company must also include in your employment agreement the names of all other writers then or previously employed by the Company on the same material, or from whom the Company purchased the material on which you are employed (including, in the case of a remake, the names of the credited writers of the prior photoplay). The Company must also indicate in your individual employment agreement whether the material is in turnaround from another company and, if so, the name of such company. (Article 18) [Click here to download the Article 18 form](#) to submit to Companies.
4. You should ensure that any source material referenced in your contract is owned by the Company at the time of the assignment and that your contract properly identifies and references the same materials upon which the work is to be based. You must contact and notify any other writers assigned to work concurrently. (Working Rule #12)
5. The Company must specify in your contract the name(s) of the person(s) who may authorize you to write, and where and to whom to deliver material. The best way to help prevent free rewrites is to perform work only at the request of the person(s) named in your contract as authorized to request revisions and to deliver your materials to the place and to the person(s) identified in your contract as being authorized to accept delivery. Be sure to include a written request or invoice for payment. (Article 13.B.9.) If you fail to adhere completely to these provisions, you risk not being paid for your work. [Click here to download the Free Rewrite Arbitration Decision.](#)
6. In order to ensure effective lines of communication are established, the writer, producer and responsible network executive should meet to discuss and agree on how they will work with each other and agree upon the concept and direction of the project. In addition, with respect to original material, the producer or a creative executive is required to consult with the writer regarding each set of revisions requested of the writer by the Company. (Article 16.B.3.j.)
7. The writer should meet simultaneously with the producer and the network to discuss notes, and network notes should be delivered to the writer and the producer at the same time.
8. If you are employed when the director is assigned, the Company should arrange a meeting between you, the director and the producer. (Article 48) Shortly after a director is assigned to a long-form television motion picture based on an existing teleplay, the executive producer and director will meet with you, if you are the currently-employed writer (or, if there is no currently-employed writer, a previously-employed writer of the Company's choosing), to share their understanding of the creative thrust of the script. (Appendix E: Writer-Director Collaboration – Television)

## Getting Paid

1. Do not begin to write before ensuring that your deal is in place and that all conditions precedent, if any, have been satisfied. Do not deliver materials to the Company if the deal is still in flux. For example, the deal is considered to be done when all the essential deal points have been agreed upon or when commencement monies have been paid.

2. The Company is obligated to attach a summary of any conditions precedent to the deal memo or contract (the document memorializing your agreement with the Company). (Article 13.B.12.) You should ask your agent for that cover sheet and make sure those conditions have been met before commencing services.

3. Complete and deliver the I-9 form, W-4 form, Certificate of Authorship and any other forms required by the Company in accordance with the MBA and applicable laws. (Article 35) The Guild has found that a writer's paycheck frequently is delayed because the Company has not received these forms from the writer.

The Company is required by law to establish your eligibility to work in the United States prior to the commencement of services (by use of an I-9 form, which must be signed and dated in the presence of an authorized representative). In the case of direct employment (as opposed to a loan-out), the Company must also receive a completed W-4 form. Services may be deemed not to have commenced until these forms are completed and filed for each employment. If you are requested to sign a Certificate of Authorship that must be notarized, you may have it notarized by any notary public. This service is also provided by the Guild for members.

4. Submit a copy of your contract (and any amendments) to the Guild online or mail it to the WGAW Agency Department 7000 W. Third Street, Los Angeles, CA 90048 or the WGAE Contracts Department 250 Hudson Street, New York, NY 10013. This is your responsibility. (Working Rule #3b) Also, you should authorize your agent and attorney to send copies of your contracts to the Guild. Review the contract to ensure it accurately reflects your understanding of the agreement. [Click here to submit your contract online.](#)

5. As the writer, you must be covered under the Company's Errors & Omissions policy. (Article 28)

6. The Company must pay commencement monies at not less than WGA minimum by the next regular payday in the week following the week in which you are instructed to commence. (Article 13.B.7.f.)

7. The Company must pay at least the applicable minimum for each piece of literary material written at the Company's request. This payment is due within 48 hours of delivery. (Article 13.B.9.) If the Company has not paid you within 7 days after you delivered, interest will accrue on all unpaid amounts at the rate of 1.5% per month (18% per year). If the budget of the project changes from a low budget project to a high budget project (as those terms are defined in the MBA), the Company must make sure you are paid at least the appropriate high budget minimum. You or your agent should invoice the Company for all payments that are due.

8. When the project is for a network (or other television service such as USA, FX or TNT), the Company may not use the network's failure to reimburse it as an excuse for not paying for material delivered. If you have an overscale deal which provides for two sets of revisions and a polish, the producer may have been authorized by the network to request and receive payment from the network for a "producer's draft," without having to submit each draft to the network. (There are two different MBAs which the Company may sign; the rules in this area are slightly different in each. If you have any questions, please call the WGAW Contracts Department at (323)782-4501 or the WGAE Contracts Department at (212) 767-7837.) In any event, payment may not be contingent on delivery of a draft to a network or payment from the network. (Article 13.B.7.f.)

9. You may not perform services at terms less favorable than the MBA. (Article 9, Working Rule #6)

10. The Company must make contributions in the amount of 8.5% of your compensation for employment services (and sales when combined with employment) to the Producer-Writers Guild Pension Plan, and contributions in the amount of 10.5% of such compensation (as of May 2017) to the Writers Guild-Industry Health Fund. (Article 17) [NOTE: The Pension Plan and Health Fund are separate from the WGA. Requests

for employer reporting forms and questions regarding the Plan and Fund should be directed to their offices at (818) 846-1015 or (800) 227-7863, or 2900 W. Alameda Ave. Suite 1100, Burbank, CA 91505, or [www.wgaplans.org](http://www.wgaplans.org)

11. The Company must pay you appropriate residuals and other compensation when your project is released to various markets (free television, pay television, basic cable, videocassette or DVD, new media, interactive games, etc.). (See, e.g., Articles 15, 51, 58, 64, and the Sideletter on New Media Reuse)

### **Protect Your Creative Rights**

1. The Guild believes the first writer should always be given the opportunity to rewrite his/her material, if rewrites are required by the Company. The Company must offer you the first rewrite of the teleplay if you sell or option an original teleplay which is ninety (90) minutes or longer, unless time constraints render that assignment impractical. (Please make sure you do not unwittingly "waive" this right in your individual contract.) (Articles 16.B.3.h.; 16.B.3.i.)

2. If you sell or are employed to write an original teleplay 90 minutes or longer and the Company contemplates replacing you, the Company is required to arrange for you to meet with a creative executive or producer who has read the material to discuss the Company's view and give you a reasonable opportunity to discuss continuing to perform writing services on the project. (Article 16.B.3.h.)

3. On original teleplays, the producer or a creative executive must consult with you regarding each set of revisions requested. (Article 16.B.3.j.)

4. During the development phase of a television motion picture (e.g., when submissions to actors or directors are being made), the name of the first writer must appear on the cover page, followed by the name of the writer of the current draft (under the heading "current revisions"). Upon commencement of pre-production, all writers must be listed. The name of the initial writer must be listed first, followed by the word "revisions" preceding the names of all subsequent writers. Once writing credits are determined, only the names of credited writers appear on the cover page. (Article 37) [[Click here to see sample](#)]

5. The Company must submit a [Notice of Tentative Writing Credits](#) and a copy of the Final Shooting Script to all participating writers on the project and the Guild. Participating writers are writers who were employed to perform writing services or who sold material under WGA jurisdiction for the project. (Paragraph 11 of Television Schedule A) The Company must list on the Notice the names of all participating writers and propose the writing credit the Company in good faith believes to be an accurate credit. Any participating writer (or the WGA) may protest the proposed credit and request a credit arbitration within a limited period of time. You should contact the Company if you want the Notice to be sent to a place other than that listed in your contract for receipt of notices (e.g., new agent, changed address, etc.). For more information on the credit determination process, you can go to [WGA.org](http://WGA.org) to see the [Credits Survival Guide](#) or see the [Television Credits Manual](#). You can also request copies of these useful pamphlets from the WGAW Credits Department at (323) 782-4528 or from the WGAE Credits Department at (212) 767-7804.

6. If you are employed on a long-form television motion picture at the time of the first cast reading, it is the preferred practice for the executive producer and director, in consultation with the licensee, to invite you to attend the first cast reading. (Appendix E: Writer-Director Collaboration – Television)

7. Up to three writers must be listed adjacent to the producer or director on the call sheet. You must be sent a copy of the call sheet if you are the currently-employed writer (or, if there is no currently-employed writer, any previously-employed writer of the Company's choice). (Article 48)

8. You may request to visit the set with a reasonable number of guests. On long-form television motion pictures, the preferred practice is for the Company to arrange for a visit at an appropriate time, after consultation with the director. (Appendix E: Writer-Director Collaboration – Television)

9. As a participating writer, you will be invited to attend cast/crew events. (Article 48)

10. As a participating writer, you must be given an opportunity to view the director's cut of the film within 48 hours of the Company's viewing. If, in lieu of a viewing, the Company is provided with a DVD/videocassette copy of the cut, you must also receive a DVD/videocassette copy of the cut. For television pilots, the Company must invite all participating writers to view the final director's cut or a subsequent cut prior to the final cut of the motion picture. The viewing of the cut must be in sufficient time for the writers to offer editing suggestions which, if approved, could be effectively implemented. (Article 48)

11. Each credited writer must be invited to the first sneak preview held in Los Angeles County, if any. (Article 48)

12. The credited writer(s) must be included in all publicity if the director or any producer is included. A filmography for the credited writers will also be included in standard print and electronic press kits, the domestic version of the laser disc or DVD, or internet web page dedicated to the motion picture, if one is included for the director. (Each participating writer is required to provide a filmography to the Company's advertising/publicity department.) The credited writers must be interviewed for the purpose of including material about the writers in press kits, DVDs or laserdiscs, unless notified otherwise by the Company. (Television Schedule A)

13. The Company generally must include the Guild-determined writing credit (prior to the final determination of credit, the Company must include the good faith credits) in all publicity and advertising where the director or any producer is included. (Television Schedule A)

14. The Company must furnish the credited writers with a videocassette and DVD of the film, if manufactured for sale. (Article 48.K)

15. Of course, your individual contract may establish greater and more specific involvement in the project, including expanded consultation rights. For example, you could negotiate an absolute right to be present on the set and, if travel is involved, for the Company to pay expenses, to be present at some or all rehearsals, and to view dailies.

16. The first resort for resolution of certain disputes under Article 48 regarding the professional status of writers is a hotline between the Guild and the Companies. Therefore, we urge you to contact the Guild as soon as possible if you believe your creative rights under Article 48 have been violated. To use the hotline procedure, call the WGAW Creative Rights line at (323)782-4741 or WGAE attorneys at (212) 767-7800.

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# What Every Writer Needs to Know

## PART II: Theatrical Motion Pictures

### Know the Assignment

1. Before you are employed, you should clarify with the Company the writing services you are being hired to perform. The Company must tell you the number of writing "steps" and the amount of money you are to be paid for each step. (Article 13.A.3., Working Rule #4) For example, know up front if you will be asked to write a separate story, or if you will go directly to screenplay.
2. The Company may not ask you to perform any services payment for which is contingent upon acceptance, approval, financing, or any other event. This is prohibited "speculative writing." (Article 20.A., Working Rule #14) For example, the producer may not say "Write up the story and, if I like it, I'll pay for it."
3. The Company must notify you of any writers who preceded you. Likewise, the Company must notify you of any other materials upon which the work is to be based. Also, the Company must notify you of any writers hired to write simultaneously with you. If you make a written request, the Company must notify you of any writers hired subsequent to you. The Company shall also include in your employment agreement the names of all other writers then or previously employed by the Company on the same material, or from whom the Company purchased the material on which you are employed (including, in the case of a remake, the names of the credited writers of the prior photoplay). The Company shall also indicate in your individual employment agreement whether the material is in turnaround from another company and, if so, the name of such company. (Article 18) [Click here to download the Article 18 form](#) to submit to Companies.
4. You should ensure that any source material referenced in your contract is owned by the Company at the time of the assignment, and that your contract properly identifies and references the same materials upon which the work is to be based. You must contact and notify any other writers assigned to work concurrently. (Working Rule #12)
5. The Company must specify in your contract the name(s) of the person(s) who may authorize you to write, and where and to whom to deliver material. This person shall be at a level no higher than the President of Production (i.e., the individual who heads theatrical creative development). The best way to help prevent free rewrites is to perform work only at the request of the person(s) named in your contract as the person authorized to request revisions, and to deliver your materials to the place where and to the person(s) named in your contract to whom delivery is to be made, along with a written request for payment (invoice). (Article 13.A.14.) If you fail to adhere completely to these provisions, you risk not being paid for your work. [Click here to download the Free Rewrite Arbitration Decision](#).
6. The writer should meet with the producer(s) and the responsible studio or Company executives prior to the commencement of writing services, to discuss and agree on how the parties will work with each other.
7. The Company should provide you with clear notes concerning your literary material (preferably a single set), and, when possible, in advance of any meetings to discuss the notes.
8. If you are employed when the director is assigned, the Company should arrange a meeting between you, the director and the producer. (Article 48) Shortly after being assigned, the director will meet with you, if you are the currently-employed writer (or, if no writer is currently employed, any previously-employed writer of the director's choosing). This meeting will take place prior to any decision to hire a new writer. (Appendix D: Writer-Director Collaboration – Theatrical)

### Getting Paid

1. Do not commence writing without ensuring that the deal is in place and all conditions precedent, if any, have been satisfied. (Article 13.A.3.) Do not deliver materials to the Company if the deal is not clearly in place. For example, the deal is considered to be in place when all the essential deal points have been negotiated and agreed upon or when commencement monies have been paid.

2. The Company is obligated to attach a cover sheet to the document memorializing the writer's agreement setting forth (in summary form) all conditions precedent. (Article 13.A.3.) You should ask your agent for that cover sheet and make sure those conditions have been met before commencing.

3. Complete and deliver the I-9 form, W-4 form, Certificate of Authorship and any other forms required by the Company in accordance with the MBA and applicable laws. The Guild has found that a writer's paycheck often is delayed because the Company has not received these forms from the writer. (Article 35)

The Company is required by law to establish your eligibility to work in the United States prior to the commencement of services (by use of an I-9 form, which must be signed and dated in the presence of an authorized representative). In the case of direct employment (as opposed to a loan-out), the Company must also receive a completed W-4 form. Services may be deemed not to have commenced until these forms are completed and filed for each employment. If you are requested to sign a Certificate of Authorship that must be notarized, you may have it notarized by any notary public. This service is also provided by the Guild for members.

4. Submit a copy of your contract (and any amendments) to the Guild online or mail it to the WGAW Agency Department 7000 W. Third Street, Los Angeles, CA 90048 or the WGAE Contracts Department 250 Hudson Street, New York, NY 10013. This is your responsibility. (Working Rule #3b) Also, you should authorize your agent and attorney to send copies of your contracts to the Guild. Review the contract to ensure it accurately reflects your understanding of the agreement. [Click here](#) to submit your contract online.

5. As the writer, you must be covered under the Company's Errors & Omissions policy. (Article 28)

6. The Company must pay commencement monies, at not less than WGA minimum, to you by the next regular payday in the week following the week in which you are instructed to commence. (Article 13.A.3.)

7. The Company must pay you not less than WGA minimum for each piece of literary material written at the Company's request within 48 hours of delivery, and in no event later than 7 days following delivery. (Article 13.A.14.) Interest will accrue on late payments at the rate of 1.5% per month (18% per year) until paid in full. If the budget of the project changes from "low budget" to "high budget", the Company must make adjustments, if necessary, to the compensation previously paid to you to bring that compensation up to the applicable MBA minimums. You or your agent should invoice the Company for such payments.

8. You may not perform services at terms less favorable than the MBA. (Article 9, Working Rule #6)

9. The Company must make contributions in the amount of 8.5% of your compensation for employment services (and sales when combined with employment) to the Producer-Writers Guild Pension Plan, and contributions in the amount of 10.5% of such compensation (as of May 2017) to the Writers Guild-Industry Health Fund. (Article 17) [NOTE: The Pension Plan and Health Fund are separate from the WGA. Requests for employer reporting forms and questions regarding the Pension and Health should be directed to their offices at (818) 846-1015 or (800) 227-7863, or 2900 W. Alameda Ave. Suite 1100, Burbank, CA 91505, or [www.wgaplans.org](http://www.wgaplans.org).]

10. The Company must pay you appropriate residuals and other compensation as your film is released to various markets (free television, pay television, basic cable, DVD, new media, interactive games, etc.). (See, e.g., Articles 15, 51, 58, 64, and the New Media Reuse Sideletter)

### **Protect Your Creative Rights**

1. If you sell or option an original screenplay the Company must offer you the first rewrite of the screenplay. (Ensure you do not "waive" this right in your contract.) In addition, if you sell an original screenplay and there is a "changed element" (e.g., a new director or star) within 3 years of the rewrite and no other writer has been hired, you have the right to perform one additional set of revisions. (Articles 16.A.3.c. and d.)

2. The Guild believes the first writer should always be given the opportunity to rewrite his/her material, if rewrites are required by the Company. The Company must offer you the first rewrite of the screenplay if you sell or option an original screenplay. (Please make sure you do not unwittingly "waive" this right in your



individual contract.) In addition, if you sell an original screenplay or you are employed to write an original screenplay and the Company contemplates replacing you, the Company is required to arrange for you to meet with a senior production executive who has read the material to discuss the Company's view and give you a reasonable opportunity to discuss continuing to perform writing services on the project. (Article 16.A.3.c.)

3. During the development phase of a theatrical motion picture (e.g., when submission to actors or directors are being made), the name of the first writer must appear on the cover page. The name of the first writer must be followed by the name of the writer of that draft (under the heading "current revisions"). Upon commencement of pre-production, all writers must be listed. The name of the initial writer must be listed first, followed by the word "revisions" preceding the names of all subsequent writers. Once writing credits are determined, only the names of credited writers appear on the cover page. (Article 37)

4. The Company must submit a [Notice of Tentative Writing Credits](#) and a copy of the Final Shooting Script to all participating writers on the project and the Guild. Participating writers are writers who were employed to perform writing services or who sold material under WGA jurisdiction for the project. (Paragraph 11 of Theatrical Schedule A) The Company must list on the Notice the names of all participating writers and propose the writing credit the Company in good faith believes to be an accurate credit. Each participating writer (or the WGA) may protest the proposed credit and request a credit arbitration within a limited period of time. You should contact the Company if you want the Notice to be sent to a place other than that listed in your contract for receipt of notices (e.g., new agent, changed address, etc.). For more information on the credit determination process, you can go to [WGA.org](#) see the [Credits Survival Guide](#) or see the [Theatrical Credits Manual](#). You can also request copies of these useful pamphlets from the WGAW Credits Department at (323) 782-4528 or from the WGAE Credits Department at (212) 767-7804.

5. If you are employed at the time of the first cast reading, it is the preferred practice for the director to invite you to the first cast reading. (Appendix D: Writer-Director Collaboration – Theatrical)

6. Up to three writers must be listed adjacent to the producer or director on the call sheet. You must be sent a copy of the call sheet if you are the currently-employed writer (or, if there is no currently-employed writer, any previously-employed writer of the Company's choice). (Article 48)

7. You may request to visit the set with a reasonable number of guests. The preferred practice is for the Company to arrange a visit at an appropriate time. (Appendix D: Writer-Director Collaboration – Theatrical)

8. As a participating writer, you must be invited to attend cast/crew events. (Article 48)

9. As a participating writer, you must be given an opportunity to view a cut of the film in sufficient time so that any editing suggestions made by you concerning the film, if approved, could be reasonably and effectively implemented. (Article 48)

10. Each credited writer must be invited to the first sneak preview held in Los Angeles County, if any. (Article 48)

11. If you are a credited writer, you must be invited to attend the domestic premiere or domestic film festival at which the film is first exhibited and you must be invited to participate in the domestic press junket, unless notified otherwise by the Company. If you are required to travel more than 150 miles to participate in the premiere or film festival, the Company is required to furnish transportation and accommodations as provided in Article 21 of the Theatrical and Television Basic Agreement. For press junkets, the Company is required to pay such expenses for no more than two (2) such individuals. (Article 48)

12. If you are a credited writer, you must be included in all publicity if the director or any producer is included. A filmography for the credited writer(s) must also be included in standard print and electronic press kits, the domestic version of the laser disc or DVD, or internet web page dedicated to the motion picture, if one is included for the director. (Each participating writer is required to provide a filmography to the Company's advertising/publicity department.) The credited writers must be interviewed for the purpose of including material about the writers in press kits, DVDs or laserdiscs, unless notified otherwise by the Company. (Theatrical Schedule A)

13. The Company generally must include the Guild-determined writing credit (prior to the final determination of credits, the Company must include the good faith credits) in all publicity and advertising if any producer or the director is included, and the Company shall submit all advertising and press kits to the Guild in advance of publication for review. (Theatrical Schedule A)

14. The Company must furnish the credited writers with a videocassette or DVD of the film, if manufactured for sale. (Article 48.B.5.)

15. Of course, your individual contract may establish greater and more specific involvement in the project, including expanded consultation rights. For example, you could negotiate an absolute right to be present on the set and, if travel is involved, for the Company to pay expenses, to be present at some or all rehearsals, and to view dailies.

16. The first resort for resolution of certain disputes under Article 48 regarding the professional status of writers is a hotline between the Guild and the Companies. Therefore, we urge you to contact the Guild as soon as possible if you believe your creative rights under Article 48 have been violated. To use the hotline procedure, call the WGAW Creative Rights line at (323)782-4741 or WGAE attorneys at (212) 767-7800.

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