



Dear Company:

Welcome to the Writers Guild of America, West (WGAW) Signatory Process. Included in the attached packet are the following forms which need to be completed and returned to us for processing **prior** to optioning, purchasing, or commencement of a writer's services.

Please return the following documents by mail or electronically via http://www.wga.org/employers/signatories/contact-us

- Signatory Company Application
 - For Sole Proprietorships, signatory documents must be filled out with the legal name of the <u>individual</u>, not the fictitious business name.
- Letter of Adherence to the 2017 MBA
- Guarantee Agreement
 - Guarantor must be an individual or company with ownership or financial interest in signatory applicant.
- Form 5-B (Letter of Adherence to the Pension Plan & Health Fund)
- Notice of Agent for Service of Process (must complete all 3 sections)

PLEASE NOTE: Any individual signing signatory documents must provide some form of photo identification.

Please submit as applicable:

- Corporation Articles of Incorporation
- Limited Liability Company Articles of Organization
- Joint Venture/Partnership-Fictitious Business Name Statement & Partnership Agreement

PLEASE PROVIDE A COPY OF EACH WRITER'S AGREEMENT (executed or not)

We are very pleased that you are interested in becoming a signatory company. If you have any questions about this application or the signatory process, please contact us at (323) 782-4514.

Sincerely,

Signatories Department Writers Guild of America, West, Inc. 7000 West Third Street Los Angeles, CA 90048 323/782-4514



SIGNATORY COMPANY APPLICATION

NAME OF COMPANY:			
d/b/a:			
***Address	RESS (NOT PRODUCTION OFFICE - NO P.O. BO	DXES OR EQUIVALENT)	
Contact		_ Phone #	
Email		Website	
***This will be the	e official company address	for WGA records, correspond	dence and notices.
☐ ATTORNEY		☐ OTHER BUSINESS REF):
Name		Name	
Company or Firm		Company or Firm	
Street Address		Street Address	
City	State Zip	City	State Zip
Phone#		Phone#	
Fax#		Fax#	
Email		Email	
TYPES OF CONTENT	THIS COMPANY PRODUC	CES OR INTENDS TO PRO	DUCE:
☐ Theatrical Features	■ Low Budget	☐ Game Shows	☐ Internet/Mobile Content
☐ Free TV	Documentary	☐ Comedy/Variety	☐ High Budget SVOD
□ Pay TV	Animation	☐ Series (Non-Prime Time	☐ Direct-to-Video/DVD
☐ Basic Cable	☐ Episodic Series	☐ Made-for-TV Movies	☐ TV Animation
COLLECTIVE BARGA	INING AGREEMENTS: Is	your company signed with any Please check all that apply be	of the following
□ SAG-AFTRA □DG	A □IATSE □NABET	☐Teamsters ☐ Other:	

2017 WGAW Signatory Application Page 1 of 5



COMPANY INFORMATION

Company Name:	
Please complete Section A, B or C	
A. CORPORATION LIMITED	LIABILITY COMPANY
Incorporated/Formed in the State/Country of: _	
Principal Place of Business in the State/Countr	ry of:
Date of Incorporation/Formation:	
Federal ID#:	Organizational ID#:
OFFICERS / MANAGERS	PRINCIPAL SHAREHOLDERS / MEMBERS** % OWNED
Chairman:	
Treasurer:	
Subsidiaries:	
B. GENERAL PARTNERSHIP	□ LIMITED PARTNERSHIP □ JOINT VENTURE
Organized in the State/Country of:	
Date Formed:	
General Partners/Joint Venturers**	Limited Partners**
	%
	%
	%
	%
entity. For each person who is a partner or form (Page 3).	a company, please complete another copy of this form for that joint venturer, please complete an INDIVIDUAL INFORMATION
	ORSHIP (Signatory documents must be filled out with the legal name of the
Legal Name of Individual:	
Fictitious Business Name (d/b/a—if applicable):	



INDIVIDUAL INFORMATION

Please complete this form for each person who is a 10% or more owner or any individual signing these signatory documents. If the principal shareholder/member is a company, please complete another Company Information form for that entity.

Professional Name					
	PLEASE PRINT CLEARLY OR TYPE				
Full Legal Name:	PLEASE PRINT CLEARLY OR TYPE				
Social Security #:					
Home Address:					
	NO P.O. BOXES OR EQUIVALENT				
Home Phone #		Ce	II #:		
Email:					
Primary Source of	ncome:				
Occupation/Position	າ:				
Employer:					
Employer Address:	NO P.O. BOXES OR EQUIVALENT				
Work Phone #		Type o	f Business:		
Name of Spouse: _					
	names of any motion pictu		industry guilds or unions of w	hich you a	re a
, ,	represent the services of w		☐ No ompany, please indicate below	v:	
	Company Name		Relationship to Company	WGA S	Signatory?
				Yes	No
				Yes	
					_ No
				Vac	No



CURRENT PROJECT INFORMATION

Pro	oject litie:	
Init	tial Release:	
		eement (\$1.2 million & below) (please check if applicable)
	☐ Television (Channel)	
	☐ New Media/Internet (Website)	
1.)	Name of Writer(s)	Date of Employment or Purchase ☐ Option/Purchase ☐ Employment
2.)		☐ Option/Purchase
3.)		☐ Option/Purchase ☐ Employment
4.)		☐ Option/Purchase ☐ Employment
Ple	ease provide a copy of each writer's agree	ment (executed or not)
Ab	oove-listed Writer's work is to be based	d upon the following source or assigned material:
	Writte	•
	Story:	
	-	
	Other (describe):	
		TION INFORMATION
Pro	oduction Office Information:	Production Start Date:
Stree	et Address	
City	State Zip	
Phor	ne#	
Fax#	#	
Emo		



FINANCIAL INFORMATION FOR CURRENT PROJECT

Projected budget of project: \$		
FINANCING SOURCES		
% of budget financed	% of budget financed	
Name	Name	
Company or Firm	Company or Firm	
Street Address	Street Address	
City State Zip	City State Zip	
Phone#	Phone#	
Fax#	Fax#	
Email	Email	
DISTRIBUTION INFORMATION		
□ Domestic	□ Foreign	
Distributor Name	Distributor Name	
Street Address	Street Address	
City State Zip	City State Zip	
Phone#	Phone#	
Fax#	Fax#	
Email	Email	
COPYRIGI	HT INFORMATION	
The entity who will own the copyright once the project	ct is completed:	
	any, I acknowledge all of the information provided in this y knowledge.	
By:	_ Title:	
Print Name:	Date:	



Title:

PLEASE PRINT CLEARLY OR TYPE

2017 WGAW Signatory Application

-LETTER OF ADHERENCE-

LETTER OF ADHERENCE TO THE 2017 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

The undersigned company ("Company") and the Writers Guild of America West, Inc., on behalf of itself and its affiliate Writers Guild of America. Fast, Inc. (collectively "WGA" or "Guild"), accent and agree to abide by all terms b

•	relevision Basic Agreement ("2017 MBA") as negotiated
the Alliance of Motion Picture and Tel	
the production companies of ABC, CE	BS and NBC ("Networks")
terms and conditions is enclosed. The economic the Networks are the same with three exceptions. noted in an Addendum at the end of the Summary	and other terms of the MBAs negotiated with the AMPTP and The three exceptions, which relate to long-form television, are y. Regardless of which version of the 2017 MBA is selected, the II also be bound to the terms and conditions of Attachment 1 is.
, ,	standing, the Company shall remain primarily liable for all the nt the undersigned should sell, transfer or assign any of its rights
compensation (including but not limited to residual are entitled under the MBA or their individual agree Company shall promptly provide such assurances deposit or escrow, security agreement and/or such	e reasonable financial assurances that writers will receive all als and other forms of contingent compensation) to which they elements with company. Upon the Guild's written request, the is as are acceptable to the Guild in the form of a lien, bond, cash is other type acceptable to the Guild. In the event the Company have the right to withhold the services of writers until such
will independently determine whether your compa	ributions are required by the 2017 MBA are separate entities and any may participate in these trusts. Should the Company be contributions for bona fide covered employment will be accepted
A photocopy, facsimile, electronic or other copy or signed original.	f this agreement shall have the same effect for all purposes as a
AGREED TO AND ACCEPTED FULL LEGAL NAME OF COMPANY	WRITERS GUILD OF AMERICA WEST, INC. on behalf of itself and its affiliate WRITERS GUILD OF AMERICA, EAST, INC.
By: SIGNATURE	By: DAVID YOUNG, Executive Director
Name:	David Young, Executive Director Date:

ATTACHMENT 1, LETTER OF ADHERENCE TO THE 2017 WGA THEATRICAL & TELEVISION BASIC AGREEMENT

1. Substitute the following expanded list of Los Angeles arbitrators in Articles 11.C.2.e.(3), 11.E.4., 11.F.5.a.(7), 11.G.5. and Theatrical Schedule A, paragraph 26.a.(3)(e):

LOS ANGELES

Sara Adler Joel Grossman
Norman Brand Fredric R. Horowitz
Mark Burstein Fred Kuperberg
Christopher Cameron Ken Perea

Tom Christopher Michael Rappaport
Douglas Collins Sol Rosenthal
Paul E. Crost Robert Steinberg
Dixon Dern Jan Stiglitz
Catherine Fisk Terri Tucker
Edna Francis Barry Winograd

William Gould IV

- 2. Amend Section 2.a.(1) and (2) of Appendix C of the 2017 MBA as follows:
 - "2. The rates and other conditions of employment or for the acquisition of literary material from a professional writer applicable to programs made for basic cable shall be as follows:
 - a. The following shall apply except with respect to high budget dramatic programs, as defined in subparagraph 2.b. below:
 - (1) The Company may elect, with respect to all other programs, including Appendix A programs, to apply the provisions of subparagraph 2.b. to the employment of a writer. Otherwise, either the Guild or Company may notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to the employment of writers or the acquisition of literary material for programs of the types heretofore traditionally produced for free television pursuant to any WGA Basic Agreement, produced primarily for the basic cable market. The parties agree to commence such negotiations within thirty (30) days of receipt of such notice. If no agreement is reached within sixty (60) days after bargaining has commenced, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to such programs.
 - (2) Until such time as the Guild instructs its members to refuse to render services with respect to such programs produced pursuant to subparagraph 2.a.(1) above, the employment of a writer for such an entertainment program (herein "Program") produced within the metropolitan areas of Los Angeles or New York, or of a writer hired within such areas for a Program to be produced within the United States, shall be subject to: (a) the Guild Shop provisions of this Agreement; (b) Articles 10-12 (grievance and arbitration); (c) Article 17, the Pension Plan and Health Fund provisions of this Agreement; provided that in no event shall the Company be required to make pension and health contributions in an amount greater than would be required if the Program were made for free television; (d) the requirement that the Company tender a written contract of employment to the writer within ten (10) days following the commencement of his or her employment and the requirement that the Company send to the Guild a copy of any writer's

executed contract for employment on a Program within one (1) week after receipt by Company of such executed contract; and (e) the requirement that the Company notify the Guild of its intention to produce such a program at least ninety (90) days prior to commencement by any writer of writing services on the Program provided, however, that with respect to material written to be part of such a Program, this subparagraph 2.a.(2) shall apply to continuity material only when such material is written to be a part of a Program originally produced for exhibition on basic cable (as distinguished from a program originally produced for exhibition in another medium). If the Company fails to provide timely notice of its intention to produce such Program as required in this subparagraph, then the provisions of subparagraph (1) above shall not apply and the Guild may, not earlier than twenty-four (24) hours after written notice to the Company, instruct its members to refuse to render services with respect to such Program.

- (3) The employment of a writer for a dramatic program one (1) hour or longer which is to be produced in the United States for basic cable television under a budget less than (i) \$530,000 for a one (1) hour program; (ii) \$850,000 for a ninety (90) minute program; or (iii) \$1,250,000 for a two (2) hour or longer program (other than one covered by Paragraph 2.a.(2) above) shall be subject to the requirement that the Company notify the Guild at least ninety (90) days prior to commencement by any writer of writing services on the program."
- 3. If a Company elects to submit a Notice of Tentative Writing Credits to the Guild via email, it shall use the following email addresses: theatrical motion pictures: THEATRICAL-NTWC@WGA.ORG; television motion pictures: TV-NTWC@WGA.ORG; and new media motion pictures: NEWMEDIA-NTWC@WGA.ORG. Notices may be sent to a participating writer by email only if the writer's representative is also given email notice and the writer's personal services contract (or an amendment thereto) contains all of the following: (1) the writer's express agreement to receive notices by email; (2) the writer's email address; and (3) the email address of at least one of the writer's representatives. The email address of the writer's representative must be an individual address, not a general company mailbox, and must appear on the face of the notice.
- 4. Company agrees that all writing credits for programs written pursuant to the Sideletter on Literary Material Written for New Media shall be subject to the television credits schedule applicable to the program type.



Date:



GUARANTEE AGREEMENT

GUARANTEE AGREEMENT UNDER THE 2017 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT

Reference is made to the Letter of Adherence to the 2017 Writers Guild of America Theatrical and Television Basic Agreement ("2017 MBA") between (herein after "Company"), and Writers Guild of America, West, Inc. on behalf of itself and Writers Guild of America, East, Inc. (jointly "WGA") which is entered into concurrently with this guarantee. To induce the WGA to sign the Letter of Adherence, the undersigned, as an individual, agrees to the following: You agree to guarantee performance of the 2017 MBA by Company. You agree to assume all obligations of Company under each employment agreement for writing services and option or purchase agreement for literary material entered into at any time during the term of the 2017 MBA. You agree to assume all obligations of the 2017 MBA pertaining to such employment and option or purchase agreement and specifically agree to be bound by, and a party to, any grievance and/or arbitration under the 2017 MBA, should a dispute between a writer and/or WGA and Company arise. You and Company shall be deemed jointly and severally liable under any grievance, arbitration award or settlement. You agree that service upon Company pursuant to the 2017 MBA shall constitute service upon you. This guarantee is irrevocable. Nothing contained in this agreement shall be construed to relieve Company from its obligations under such employment and option or purchase agreement or its obligations under the 2017 MBA. A photocopy, facsimile, electronic or other copy of this agreement shall have the same effect for all purposes as a signed original. AGREED TO AND ACCEPTED By: INDIVIDUAL'S SIGNATURE Name: PLEASE PRINT OR TYPE INDIVIDUALS'S NAME Address: NO P.O. BOXES OR EQUIVALENT



Producer-Writers Guild of America Pension Plan Writers' Guild-Industry Health Fund



Jim Hedges, Chief Executive Officer

FORM 5-B

2017 Theatrical & Television Agreement

The undersigned employer represents and declares:

2017 WGAW Signatory Application

- 1. That it employs Writers (herein "Such Writers") who render writing services in the preparation of literary material subject to the 2017 WGA Theatrical and Television Basic Agreement ("2017 MBA") and/or such other collective bargaining agreements as the Writers Guild of America may enter into with employers (herein "Basic Agreements").
- 2. That it is familiar with the provisions of (a) the Agreement and Declaration of Trust establishing the Writers Guild-Industry Health Fund dated September 23, 1973, as amended, herein referred to as the "Health Fund", and (b) the Producer-Writers Guild of America Pension Plan dated March 31, 1960, as amended, hereinafter referred to as the "Pension Plan", and (c) said applicable 2017 MBA.
- Agreements are in conformity with the law for the employee unit described below, and such union (a) is a party to the Health Fund, as set forth in Section 1 of Article I of the Health Fund, with respect to Such Writers, and (b) is a party to the Producer-Writers Guild of America Pension Plan as set forth in Section 31 of Article I of the Pension Plan with respect to Such Writers. The rate and obligation of the undersigned employer to make contributions (a) to such Health Fund with respect to Such Writers, and (b) to such Pension Plan with respect to Such Writers, shall commence on and continue for the period and in accordance with the Health Fund and the Pension Plan provisions of the 2017 MBA.
- 4. Also in accordance with such 2017 MBA and for the period and purposes set forth therein, the employer shall pay to the Pension Plan and Health Fund through its administrator in pursuance of the 2017 MBA the contributions the undersigned employer is obligated to make under such Basic Agreements to the Health Fund.
- 5. The undersigned by this document adopts and intends (a) to become a party to and to participate in the Health Fund with respect to Such Writers to the same extent as though the undersigned had executed such Trust Agreement or a counterpart thereof, in accordance with Section I, Article IX of said Health Fund, and (b) to become a party to and participate in the Pension Plan with respect to Such Writers by the execution of the document, in accordance with Section 2, Article XIII thereof.

The em	nployer appoints as its agent (check one, if any):	
	Alliance of Motion Picture & Television Producers	☐ Other:
empowe		fund and the Pension Plan, except that said agent shall not be ction 2, of Article VII and Section 3 of Article XIII of the Pension the Health Fund.
	EXACT LEGAL NAME OF THE COMPANY	For Office Use Only
Ву:	SIGNATURE	Accepted the day of, 20
Name:	PLEASE PRINT CLEARLY OR TYPE	Producer-Writers Guild of America Pension Plan and on behalf of Writers' Guild-Industry Health Fund
Title:	PLEASE PRINT CLEARLY OR TYPE	By:CHIEF EXECUTIVE OFFICER
Date:		



NOTICE OF AGENT FOR SERVICE OF PROCESS

The undersigned company hereby appoints the following individual as the Agent for Service of Process in connection with any matters related to the Writers Guild of America collective bargaining agreement.

Should this individual cease to act as agent for service of process for any reason whatsoever, company agrees to appoint a new agent without delay and immediately submit to the WGA, a new Notice of Agent for Service of Process. Company agrees that all written notices required under the provision of said collective bargaining agreement which are sent by first class mail, postage prepaid, to Company's last address, with a copy sent to the below-appointed agent, shall constitute and be valid service under the applicable bargaining agreement. Company understands that the designated agent will remain in effect until the WGA receives notification from Company that the agent has been replaced by another individual.

Agent must be resident of CA or NY. Post Office Boxes or the equivalent are not acceptable.

This agreement may be executed in multiple counterpart and all of which taken together shall constitute one and the same instrument respectively. A photocopy, facsimile, electronic or other copy shall have the same effect for all purposes as a signed original.

PLEASE COMPLETE SECTIONS 1, 2 AND 3 BELOW. (This form will not be accepted unless all 3 sections are completed.)

1.	NAME OF COMPANY:	
	Ву:	SIGNATURE
	Name:	PLEASE PRINT CLEARLY OR TYPE
	Title:	PLEASE PRINT CLEARLY OR TYPE
	undersigned hereby agreing under any collective b	ees to accept service of process in connection with any disputes or notices argaining agreement:
2.	NAME OF APPOINTED	AGENT:
	Company/Law Firm (if a	pplicable):
		Address: NO P.O. BOXES OR EQUIVALENT
		Phone:
		Email:
3.	APPOINTED AGENT S	
	By: signature	
	Date:	
2017	WGAW Signatory Application	



SIGNATORY INFORMATION

THE SIGNATORY PROCESS:

Upon receiving your completed application we will review it to determine if any additional information and/or documents are needed before assessing your signatory eligibility.

Submission of all required completed forms is essential. If your application is accepted, the WGAW will return countersigned signatory documents and assign your company a unique employer number.

The Producers-Writers Guild of America Pension Plan/Writers' Guild-Industry Health Fund ("Trusts") will independently determine your company's status as a participating employer, to the Trusts Agreements. If Writer (or writer's spouse, parent, spouse's parent, sibling or lineal descendent) owns 10% or more of the Company, or if Writer is an Officer, Board Member or Director (or serves in another capacity of a non-profit), we suggest you review the "10%Owner/Writer" criteria on the WGA Plans website www.wgaplans.org prior to submitting your application. This information can also be obtained by calling the Trusts at (818) 846-1015.

SIGNATORY COMPANY OBLIGATIONS:

If you become a WGA signatory you will be required to complete the following steps each time you engage writers. This is only an outline and other obligations may apply under the MBA depending on the type of project.

- 1. Contracts When you have engaged a writer, please send a copy of the executed agreement to the WGA's Contracts Department (email to contracts@wga.org; fax to (323) 782-4707; or mail). For questions pertaining to the MBA or rates please contact the Contracts Department at (323) 782-4501. WGA Low Budget Agreements or WGA Documentary Screenplay Contracts for theatrical films budgeted at \$1.2 million or below are available by Writer request, but application filing and prior approval is required. Please contact the Contracts Department at (323) 782-4502 for Member project applications and Independent Film at (323) 782-4731 for Non-Member project applications.
- Worklist Information Please send a Weekly Worklist to the Membership Department with the names of all writers you are currently engaging for services. The Weekly Worklist form is available for download on the WGA website. For questions about worklists, please contact the Membership Department at (323) 782-4532.
- 3. **Pension and Health Contributions** If you have employed a writer you will need to send Pension and Health contributions to the Producers-Writers Guild of America Pension Plan/Writers' Guild-Industry Health Fund ("Trusts") along with a "Report of Contributions" form. This form will be sent to you along with other pertinent information directly from the Trusts. You can also obtain a copy by visiting www.wgaplans.org or by calling the Trusts at (818) 846-1015.
- 4. 10% Owner/Writer If Writer (or writer's spouse, parent, spouse's parent, sibling or lineal descendent) owns 10% or more of the Company, or if Writer is an Officer, Board Member or Director (or serves in another capacity of a non-profit), we suggest you review the 10% Owner/Writer criteria of the Trusts prior to submitting contributions. The rules can also be found at www.wgaplans.org or you may contact Employer Compliance at the Trusts (818) 846-1015 for assistance.

- 5. Credits and Creative Rights Information Upon completion of principal photography you must complete and send a Notice of Tentative Writing Credits (NTWC) to all participating writer(s) and the WGA. NTWC forms are available for download from the WGA website. If you choose to email NTWCs to the Guild, use the following email address: Theatrical NTWCs to THEATRICAL-NTWC@WGA.ORG; Television NTWCs to TV-NTWC@WGA.ORG; and New Media NTWCs to NEWMEDIA-NTWC@WGA.ORG. For credits questions please contact the Credits Department at (323) 782-4528. If you have questions about writers' creative rights, please call (323) 782-4567.
- 6. **Script Publication Fee** If you produce a <u>theatrical</u> motion picture, a one-time fee of \$10,000 becomes due to the credited writer(s), through the Guild's Residuals Department, 30 days after final credit determination. This fee may be paid out differently for certain WGA Low Budget Agreement theatrical films or WGA Documentary Screenplay Contract theatrical documentaries. Please contact the Residuals Department at (323) 782-4700 for details.
- 7. **Residuals** Once your project has moved from initial distribution into reuse, residuals may be due. Please contact the Residuals Department at (323) 782-4700 for details on formulas and help with calculations.
- 8. **Assumption Agreements** If you sell a project outright or enter into a distribution agreement you must obtain a WGA assumption agreement. For copies of the WGA assumption agreements please contact the Signatories Department at (323) 782-4514.
- 9. Financial Assurances Prior to principal photography, in cooperation with our sister guilds, SAG-AFTRA or the DGA may be contacting you to acquire on the WGA's behalf further financial assurances including, but not limited to, security agreements, intercreditor agreements, subordination agreements, guaranty agreements, a residuals reserve or a collection account management agreement. If you have any questions please contact the Signatories Department at (323) 782-4514.

ADDITIONAL RESOURCES:

We suggest you begin by visiting the WGAW website, www.wga.org, which has a wide range of information designed to help you, or by clicking on the links below:

- What Every Producer Needs to Know
- 2. 2017 MBA Schedule of Minimums
- 3. 2017 MBA Summary
- 4. <u>2014 WGA Theatrical and Television Basic Agreement ("MBA") (pdf)</u>. Please note the 2014 MBA is currently available online. When the new 2017 MBA is published it will be available online.
- 5. Guide to New Media

Thank you for your interest in the Writer Guild of America, West. If you have any questions please contact the Signatories Department at (323) 782-4514. We are happy to help.