



**WRITERS GUILD  
OF AMERICA WEST**



**WRITERS  
GUILD  
of AMERICA  
EAST**

## **SUMMARY CHECKLIST**

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 individual, 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

PERMANENT ADDRESS (NOT PRODUCTION OFFICE - NO P.O. BOXES OR EQUIVALENT)

Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

\*\*\*This will be the official company address for WGA records, correspondence and notices.

☐ **ATTORNEY**

☐ **OTHER BUSINESS REP:** \_\_\_\_\_

Name

Company or Firm

Street Address

City State Zip

Phone#

Fax#

Email

Name

Company or Firm

Street Address

City State Zip

Phone#

Fax#

Email

### TYPES OF CONTENT THIS COMPANY PRODUCES OR INTENDS TO PRODUCE:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Theatrical Features | <input type="checkbox"/> Low Budget      | <input type="checkbox"/> Game Shows              | <input type="checkbox"/> Internet/Mobile Content |
| <input type="checkbox"/> Free TV             | <input type="checkbox"/> Documentary     | <input type="checkbox"/> Comedy/Variety          | <input type="checkbox"/> High Budget SVOD        |
| <input type="checkbox"/> Pay TV              | <input type="checkbox"/> Animation       | <input type="checkbox"/> Series (Non-Prime Time) | <input type="checkbox"/> Direct-to-Video/DVD     |
| <input type="checkbox"/> Basic Cable         | <input type="checkbox"/> Episodic Series | <input type="checkbox"/> Made-for-TV Movies      | <input type="checkbox"/> TV Animation            |

**COLLECTIVE BARGAINING AGREEMENTS:** Is your company signed with any of the following organizations to their collective bargaining agreements? Please check all that apply below:

☐ SAG-AFTRA ☐ DGA ☐ IATSE ☐ NABET ☐ Teamsters ☐ Other: \_\_\_\_\_



## 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/Country of: \_\_\_\_\_

Date of Incorporation/Formation: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Organizational ID#: \_\_\_\_\_

|                     | OFFICERS / MANAGERS | PRINCIPAL SHAREHOLDERS / MEMBERS** | % OWNED |
|---------------------|---------------------|------------------------------------|---------|
| Chairman:           | _____               | _____                              | _____   |
| President:          | _____               | _____                              | _____   |
| Vice Pres:          | _____               | _____                              | _____   |
| Secretary:          | _____               | _____                              | _____   |
| Treasurer:          | _____               | _____                              | _____   |
| Parent Corporation: | _____               |                                    |         |

Subsidiaries: \_\_\_\_\_

**\*\*For each principal shareholder/member that is a company, please complete another copy of this form for that entity. For each person who is a principal shareholder/member, please complete an INDIVIDUAL INFORMATION form (Page 3).**

**B. ☐ GENERAL PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ JOINT VENTURE**

Organized in the State/Country of: \_\_\_\_\_

Date Formed: \_\_\_\_\_

General Partners/Joint Venturers\*\*

Limited Partners\*\*

|       |         |       |
|-------|---------|-------|
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |

**\*\*For each partner or joint venturer that is a company, please complete another copy of this form for that entity. For each person who is a partner or joint venturer, please complete an INDIVIDUAL INFORMATION form (Page 3).**

**C. ☐ INDIVIDUAL/SOLE PROPRIETORSHIP** (Signatory documents must be filled out with the legal name of the individual, not the fictitious business name.)

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 # \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Source of Income: \_\_\_\_\_

Occupation/Position: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_  
NO P.O. BOXES OR EQUIVALENT

Work Phone # \_\_\_\_\_ Type of Business: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Please include the names of any motion picture/television/radio industry guilds or unions of which you are a member: \_\_\_\_\_

Please list any previous projects you have produced: \_\_\_\_\_

Do you manage or represent the services of writers? ☐ Yes ☐ No

If you are an officer, owner or partner of any other production company, please indicate below:

| Company Name | Relationship to Company | WGA Signatory? |
|--------------|-------------------------|----------------|
| _____        | _____                   | Yes___ No___   |
| _____        | _____                   | Yes___ No___   |
| _____        | _____                   | Yes___ No___   |
| _____        | _____                   | Yes___ No___   |



## CURRENT PROJECT INFORMATION

**Project Title:** \_\_\_\_\_

**Initial Release:**

☐ Theatrical      ☐ Low Budget Agreement (\$1.2 million & below) (please check if applicable)

☐ Television (Channel) \_\_\_\_\_

☐ New Media/Internet (Website) \_\_\_\_\_

| Name of Writer(s) | Date of Employment or Purchase  |
|-------------------|---|
| 1.) _____         | <input type="checkbox"/> Option/Purchase<br><input type="checkbox"/> Employment _____ |
| 2.) _____         | <input type="checkbox"/> Option/Purchase<br><input type="checkbox"/> Employment _____ |
| 3.) _____         | <input type="checkbox"/> Option/Purchase<br><input type="checkbox"/> Employment _____ |
| 4.) _____         | <input type="checkbox"/> Option/Purchase<br><input type="checkbox"/> Employment _____ |

**Please provide a copy of each writer's agreement (executed or not)**

**Above-listed Writer's work is to be based upon the following source or assigned material:**

| Written By  | Entitled |
|---|----------|
| <input type="checkbox"/> Story: _____             | _____    |
| <input type="checkbox"/> Treatment: _____         | _____    |
| <input type="checkbox"/> Screenplay: _____        | _____    |
| <input type="checkbox"/> Unpublished Novel: _____ | _____    |
| <input type="checkbox"/> Published Novel: _____   | _____    |
| <input type="checkbox"/> Stage Play: _____        | _____    |
| <input type="checkbox"/> Other (describe): _____  | _____    |

## PRODUCTION INFORMATION

**Production Office Information:**

**Production Start Date:** \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone# \_\_\_\_\_

Fax# \_\_\_\_\_

Email \_\_\_\_\_



## 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 \_\_\_\_\_

### COPYRIGHT INFORMATION

The entity who will own the copyright once the project is completed: \_\_\_\_\_

**As an officer, owner and/or partner in this company, I acknowledge all of the information provided in this application is true and accurate to the best of my knowledge.**

By: \_\_\_\_\_  
SIGNATURE

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**WRITERS GUILD  
OF AMERICA WEST**



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**-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, East, Inc. (collectively "WGA" or "Guild"), accept and agree to abide by all terms and conditions of the 2017 WGA Theatrical and Television Basic Agreement ("2017 MBA") as negotiated between the WGA and **(PLEASE CHECK ONE)**:

☐ the Alliance of Motion Picture and Television Producers ("AMPTP")

☐ the production companies of ABC, CBS and NBC ("Networks")

The 2017 MBA is in effect from May 2, 2017 through and including May 1, 2020. A Summary containing the terms and conditions is enclosed. The economic and other terms of the MBAs negotiated with the AMPTP and the Networks are the same with three exceptions. The three exceptions, which relate to long-form television, are noted in an Addendum at the end of the Summary. Regardless of which version of the 2017 MBA is selected, the Company executing this Letter of Adherence shall also be bound to the terms and conditions of Attachment 1 hereto, which amends the MBA in certain respects.

Anything to the contrary in the 2017 MBA notwithstanding, the Company shall remain primarily liable for all the terms and conditions of the 2017 MBA in the event the undersigned should sell, transfer or assign any of its rights as set forth and described in the 2017 MBA.

The Guild may in its discretion require at any time reasonable financial assurances that writers will receive all compensation (including but not limited to residuals and other forms of contingent compensation) to which they are entitled under the MBA or their individual agreements with company. Upon the Guild's written request, the Company shall promptly provide such assurances as are acceptable to the Guild in the form of a lien, bond, cash deposit or escrow, security agreement and/or such other type acceptable to the Guild. In the event the Company fails to provide such assurances, the Guild shall have the right to withhold the services of writers until such assurances are provided.

The Pension Plan and Health Fund to which contributions are required by the 2017 MBA are separate entities and will independently determine whether your company may participate in these trusts. Should the Company be acknowledged as a participating employer, only contributions for bona fide covered employment will be accepted by them.

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

**WRITERS GUILD OF AMERICA WEST, INC.**  
on behalf of itself and its affiliate  
**WRITERS GUILD OF AMERICA, EAST, INC.**

\_\_\_\_\_  
FULL LEGAL NAME OF COMPANY

By: \_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Title: \_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
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.
5. Company and WGA agree that the arbitration provisions contained in Articles 10-12 of the 2017-20 MBA are intended to survive the expiration of the agreement, and that any dispute arising under the terms of the expired agreement shall be arbitrable under those provisions until such time as the successor to the 2017-20 MBA takes effect.



**WRITERS GUILD  
OF AMERICA WEST**



**WRITERS  
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## **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 INDIVIDUAL'S NAME

Address: \_\_\_\_\_  
NO P.O. BOXES OR EQUIVALENT

Date: \_\_\_\_\_



# 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:

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.
3. That the employer and the Writers Guild of America are signatories to one or more such Basic Agreements, which Basic 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 employer appoints as its agent (check one, if any):

☐ Alliance of Motion Picture & Television Producers ☐ Other: \_\_\_\_\_

to act for it under the terms and conditions of said Health Fund and the Pension Plan, except that said agent shall not be empowered to act under the provisions of Article VI, or Section 2, of Article VII and Section 3 of Article XIII of the Pension Plan, or under the provision of Section 2 of Article VIII of the Health Fund.

\_\_\_\_\_  
EXACT LEGAL NAME OF THE COMPANY

By:

\_\_\_\_\_  
SIGNATURE

Name:

\_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Title:

\_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Date:

\_\_\_\_\_

For Office Use Only

Accepted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Producer-Writers Guild of America Pension Plan  
and on behalf of Writers' Guild-Industry Health Fund**

By:

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER



**WRITERS GUILD  
OF AMERICA WEST**



**WRITERS  
GUILD  
OF AMERICA  
EAST**

## 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:** \_\_\_\_\_

By: \_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Title: \_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Date: \_\_\_\_\_

The undersigned hereby agrees to accept service of process in connection with any disputes or notices arising under any collective bargaining agreement:

**2. NAME OF APPOINTED AGENT:** \_\_\_\_\_  
PLEASE PRINT CLEARLY OR TYPE

Company/Law Firm (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
NO P.O. BOXES OR EQUIVALENT

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**3. APPOINTED AGENT SIGNS HERE:**

By: \_\_\_\_\_  
SIGNATURE

Date: \_\_\_\_\_



## 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](http://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](mailto: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.
2. **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](http://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](http://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 theatrical 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](http://www.wga.org), which has a wide range of information designed to help you, or by clicking on the links below:

1. [What Every Producer Needs to Know](#)
2. [2017 MBA Schedule of Minimums](#)
3. [2017 MBA Summary](#)
4. [2014 WGA Theatrical and Television Basic Agreement \("MBA"\)](#) (pdf). 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.