

AUDIOBOOK NARRATION AGREEMENT

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This Audiobook Narration Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[NARRATOR LEGAL NAME], an individual residing at [NARRATOR ADDRESS] (or a [STATE] [ENTITY TYPE] acting as loan-out company) (the "**Narrator**"); and

[RIGHTS HOLDER LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [RIGHTS HOLDER ADDRESS]) (the "**Rights Holder**," and the author, publisher, or producer engaging the Narrator).

Narrator and Rights Holder are each a "**Party**" and together the "**Parties**."

Recitals. Rights Holder controls the rights to a written work and wishes to engage the Narrator to record an audiobook narration of that work, and the Narrator is willing to provide narration services on the terms below. The Parties intend to define the work, the recording specifications, the compensation (which may include a flat fee, a per-finished-hour rate, and/or royalties), and the ownership of the finished recording. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 The Work. The "**Work**" means the written title identified as [TITLE] by [AUTHOR], comprising approximately [NUMBER] words / [NUMBER] pages, the final manuscript of which Rights Holder will provide to the Narrator.

1.2 Recording. The "**Recording**" means the finished, edited audio narration of the Work produced by the Narrator under this Agreement, delivered in the formats specified in Exhibit A.

1.3 Finished Hour. A "**Finished Hour**" means one hour of completed, edited, delivery-ready audio, measured to the standard described in Exhibit A.

1.4 Specifications. "**Specifications**" means the technical requirements for the Recording set out in **Exhibit A**, which may include sample rate, bit depth, file format, peak and RMS levels, room tone, and per-chapter file structure (for example, the audio retailer's submission standards).

2. Narration Services

2.1 Services. The Narrator will read, record, edit, and master the Work into the Recording with reasonable skill and care and in a professional manner consistent with generally accepted audiobook industry standards.

2.2 Voice and performance. The Narrator will perform the narration in the Narrator's own voice. Character voices, pacing, and interpretation are within the Narrator's reasonable professional discretion, consistent with any direction in Exhibit A.

2.3 Studio and equipment. Unless Exhibit A states otherwise, the Narrator will provide its own studio, equipment, and software and is responsible for delivering audio that meets the Specifications.

2.4 Pronunciation. Rights Holder will provide a pronunciation guide for unusual names, terms, or words. The Narrator will follow the guide; corrections needed because the guide was missing or wrong are not pickups under Section 3.

3. Review, Corrections, and Pickups

3.1 Proof listening. Rights Holder will review the Recording and provide consolidated written correction notes within **[NUMBER, e.g. 10]** business days of delivery of each batch or the full Recording.

3.2 Narrator errors. The Narrator will correct, at no additional charge, mispronunciations, misreads, and audio defects caused by the Narrator ("**Pickups**").

3.3 Manuscript changes. Corrections required because Rights Holder changed the manuscript after recording began, or requested re-direction of an already-approved performance, are billed separately at **[PICKUP RATE]** per Finished Hour or as agreed.

3.4 Acceptance. The Recording is accepted when Rights Holder approves it in writing or uses it commercially. If Rights Holder does not provide notes within the review window, the Recording is deemed accepted on written notice.

4. Compensation

4.1 Compensation model. Compensation is structured as **[SELECT ONE OR MORE: flat fee / per-Finished-Hour rate / royalty share / hybrid]**, as detailed in this Section and Exhibit A.

4.2 Per-Finished-Hour or flat fee. Rights Holder will pay the Narrator **[RATE]** per Finished Hour, or a flat fee of **[AMOUNT]**, in **[CURRENCY]**, exclusive of taxes.

4.3 Royalty share (optional). **[OPTIONAL: If the Parties agree to a royalty share, state the percentage of net audiobook revenue payable to the Narrator, the revenue definition, the platforms, and the payment frequency. A royalty share is common on platforms that offer shared-revenue distribution.]**

4.4 Deposit. Rights Holder will pay a deposit of **[AMOUNT or PERCENTAGE]** before recording begins, credited against amounts due.

4.5 Payment timing. Fee amounts are due **[ON ACCEPTANCE / PER MILESTONE IN EXHIBIT A]**, and royalties, if any, are paid **[QUARTERLY / AS THE PLATFORM DISTRIBUTES]** with a reasonable statement. Rights Holder will pay each undisputed invoice within **[NUMBER, e.g. 15]** days.

4.6 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

4.7 Taxes. Each Party is responsible for its own taxes; fees are exclusive of applicable sales or similar taxes.

5. Ownership and Rights

5.1 Underlying Work. Rights Holder retains all rights in the underlying Work. The Narrator receives no rights in the text of the Work.

5.2 Ownership of the Recording. Subject to Rights Holder's full payment of all amounts due, the Narrator assigns to Rights Holder all right, title, and interest in the Recording (other than any retained royalty interest under Section 4.3), including the right to distribute, license, and sell the audiobook.

5.3 Performer's NIL. The Narrator retains the right to its own name, voice, and likeness ("**NIL Rights**"), except for the limited right granted here to use the Narrator's name and voice in the Recording and to credit and promote

the Recording.

5.4 No synthetic voice / AI cloning. Rights Holder will not use the Recording, or any portion of it, to train, create, or generate a synthetic voice, voice clone, or AI model of the Narrator, and will not produce AI-generated narration that imitates the Narrator's voice, without the Narrator's separate, express, written consent and additional compensation.

5.5 Credit. The Narrator will be credited as the narrator in the audiobook metadata and on retail listings as **[NARRATOR CREDIT LINE]**, where the platform permits.

6. Representations and Warranties

6.1 By Rights Holder. Rights Holder represents that it owns or controls the rights to the Work, including the right to produce and distribute an audiobook, and that the Work does not infringe a third party's rights.

6.2 By the Narrator. The Narrator represents that it has the right to provide the services, that the narration performance will be original to the Narrator, and that the Narrator is not subject to a conflicting exclusive obligation.

7. Term, Termination, and Kill Fee

7.1 Term. This Agreement begins on the Effective Date and continues until the Recording is delivered and accepted and all payments (including any ongoing royalties) are made.

7.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice.

7.3 Kill fee. If Rights Holder cancels the project before completion for a reason other than the Narrator's breach, Rights Holder will pay for all Finished Hours recorded to the cancellation date plus a kill fee of **[AMOUNT or PERCENTAGE of the remaining fee]**.

7.4 Survival. Sections 4 (for accrued amounts and royalties), 5, 6, 8, and this Section 7 survive termination.

8. Limitation of Liability and Indemnification

8.1 Limitation. Except for indemnification obligations, breach of Section 5.4, or a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability will not exceed the total fees paid or payable to the Narrator under this Agreement.

8.2 Indemnification by Rights Holder. Rights Holder will defend and indemnify the Narrator against third-party claims that the Work infringes that party's rights or that the Recording's distribution exceeded the rights Rights Holder held.

8.3 Indemnification by the Narrator. The Narrator will defend and indemnify Rights Holder against third-party claims that the Narrator's performance, as delivered, infringes that party's rights.

8.4 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9. General Provisions

9.1 Independent contractor. The Narrator is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except that Rights Holder may assign to a successor in a sale of the Work or its catalog, subject to the Narrator's surviving rights.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.6 **Severability; waiver.** If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NARRATOR

RIGHTS HOLDER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE]

Date: _____

Date: _____

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