

# VOICE OVER AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[TALENT LEGAL NAME], an individual residing at [TALENT ADDRESS] (the "**Talent**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

Talent and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Talent to record voice over narration, dialogue, or other vocal performance for use in one or more productions, and Talent wishes to provide that performance, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Engagement and Scope of Work

**1.1 Engagement.** Client engages Talent to provide the voice over services described in this Agreement and in any attached project brief or script (the "**Services**"), and Talent accepts the engagement.

**1.2 Project description.** The Services cover the production identified as [PROJECT NAME / DESCRIPTION] (the "**Production**"), consisting of approximately [NUMBER] finished minutes or [NUMBER] words of recorded narration based on the script Client supplies.

**1.3 Recordings.** Talent will deliver audio recordings of Talent's vocal performance (the "**Recordings**") in the format and to the technical specifications stated in Section 4.

**1.4 Out-of-scope work.** Work not described in this Agreement, including additional scripts, characters, languages, or sessions, is out of scope and requires a separate written agreement or change order signed by both Parties before Talent is obligated to perform it.

## 2. Sessions, Direction, and Schedule

**2.1 Recording sessions.** Talent will record the Recordings [REMOTELY FROM TALENT'S OWN STUDIO / AT CLIENT'S DESIGNATED STUDIO AT [ADDRESS] / AS THE PARTIES AGREE]. Talent will use professional-grade equipment reasonably suited to the Production.

**2.2 Direction.** Client may provide reasonable creative direction, pronunciation guides, reference material, and notes. Talent will follow that direction using professional skill and judgment.

**2.3 Schedule.** Talent will deliver a first recording of the Recordings on or before [DELIVERY DATE], provided Client delivers the final, locked script and all reference material by [SCRIPT DELIVERY DATE]. Delivery dates extend day for day for any delay caused by Client.

**2.4 Pickups and re-records.** If Client changes the script after Talent begins recording, or requests re-records for reasons other than a defect in Talent's performance or audio quality, those pickups are out-of-scope work billable under Section 3.5.

### 3. Compensation and Payment Terms

**3.1 Session fee.** Client will pay Talent a session fee of [AMOUNT] for the Services, stated in [CURRENCY, e.g. US dollars] and exclusive of taxes.

**3.2 Deposit.** Client will pay a non-refundable deposit of [AMOUNT OR PERCENT, e.g. 50%] on signing. The deposit reserves Talent's time and is credited against the total fee.

**3.3 Balance.** Client will pay the remaining balance within [NUMBER, e.g. 14] days after Talent delivers the final Recordings.

**3.4 Revisions included.** The session fee includes [NUMBER, e.g. one] round of revisions for performance or read issues identified within [NUMBER] days of delivery. Additional rounds are billed at [AMOUNT] per round.

**3.5 Out-of-scope and pickup rates.** Pickups, script changes, and additional sessions are billed at [AMOUNT] per [HOUR / FINISHED MINUTE / SESSION].

**3.6 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, from the due date until paid.

**3.7 Usage fees.** Any broadcast, advertising, or extended usage fees described in Section 5 are in addition to the session fee and are payable before the corresponding use begins.

### 4. Deliverables and Technical Specifications

**4.1 Format.** Talent will deliver the Recordings as [FILE FORMAT, e.g. WAV 48kHz/24-bit] files, edited, with breaths and mouth noise reasonably reduced, unless the Parties agree otherwise in writing.

**4.2 Delivery method.** Talent will deliver the Recordings by [DELIVERY METHOD, e.g. secure download link / file transfer service].

**4.3 Acceptance.** Client will review the Recordings within [NUMBER, e.g. 7] days of delivery and either accept them or provide a written list of performance or quality issues. If Client does not respond within that period, the Recordings are deemed accepted.

**4.4 Quality standard.** Talent warrants that the Recordings will be free of defects in audio quality caused by Talent's equipment or recording environment and will conform to the technical specifications in this Section.

### 5. Usage Rights and License

**5.1 Grant of license.** Subject to Client's full payment, Talent grants Client the right to use, reproduce, edit, synchronize, distribute, and publicly perform the Recordings within the licensed use, media, territory, and term described below.

**5.2 Licensed use.** The Recordings may be used for [DESCRIBE USE, e.g. explainer video, e-learning module, internal training].

**5.3 Media.** The license covers [MEDIA, e.g. web and social, all media, broadcast].

**5.4 Territory and term.** The license is valid in [TERRITORY, e.g. worldwide] for [TERM, e.g. perpetuity / two years]. Use outside the licensed media, territory, or term requires a separate license and additional usage fee.

**5.5 Reserved rights.** Talent retains ownership of Talent's voice, performance style, and any outtakes not delivered to Client. Client may not resell, sublicense, or use the Recordings to train any voice synthesis, cloning, or artificial-voice model without Talent's separate written consent.

**5.6 Credit.** Client [WILL / WILL NOT] provide Talent a credit reading [CREDIT TEXT] where reasonably practicable.

## 6. Independent Contractor Status

**6.1 Relationship.** Talent is an independent contractor, not an employee, agent, or partner of Client. Nothing in this Agreement creates an employment relationship.

**6.2 Taxes and benefits.** Talent is responsible for all taxes on amounts paid and is not entitled to employee benefits. Client may issue an information return (such as a Form 1099 or local equivalent) as required by law.

**6.3 Equipment and method.** Talent controls the manner and means of performing the Services and supplies Talent's own equipment, except as expressly stated.

## 7. Representations and Warranties

**7.1 By Talent.** Talent represents that the performance is Talent's own work, that Talent has the right to grant the license in Section 5, and that the Recordings will not knowingly infringe any third party's rights.

**7.2 By Client.** Client represents that it has the right to use the script and all material it supplies and that Client's material does not infringe any third party's rights.

**7.3 Disclaimer.** Except as expressly stated, the Services are provided "as is" and each Party disclaims all other warranties to the extent permitted by law.

## 8. Cancellation and Kill Fee

**8.1 Cancellation by Client.** If Client cancels before delivery, the deposit is forfeited and Client will pay for all work performed through the cancellation date.

**8.2 Kill fee.** If a recorded Production is cancelled by Client before use, a kill fee of [AMOUNT OR PERCENT] of the session fee applies in addition to the deposit.

**8.3 Cancellation by Talent.** If Talent cannot perform, Talent will promptly notify Client and refund any amounts paid for Services not performed, except the portion of the deposit covering work already completed.

## 9. Confidentiality

**9.1 Obligation.** Each Party will keep confidential the non-public information of the other, including unreleased scripts, project details, and Recordings, and will use it only to perform under this Agreement.

**9.2 Exclusions.** Confidentiality does not apply to information that is public through no fault of the receiving Party, was already known without restriction, or is independently developed.

**9.3 Pre-release.** Talent will not publicly share or use the Recordings in a portfolio until the Production is publicly released, unless Client consents in writing.

## 10. Limitation of Liability

**10.1 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

10.2 **Liability cap.** Except for a Party's indemnification obligations or breach of confidentiality, each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable to Talent under this Agreement.

## 11. General Provisions

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

11.2 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except Client may assign it to a successor in connection with a merger or sale of substantially all assets.

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

11.4 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

11.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

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

11.7 **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.

### TALENT

Signature: \_\_\_\_\_

Printed name: [NAME]

Title: N/A

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

### CLIENT

Signature: \_\_\_\_\_

Printed name: [NAME]

Title: [TITLE]

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

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*