



# MAGNOLIA NETWORK

## **Magnolia Network Producer-Held Talent Guidelines**

### **1. Talent at a Glance**

#### Engaging Talent

The Magnolia Network (“Network”) Executive Producer (“EP”) assigned to your Program must approve all principal cast members and featured narrators prior to producers entering into any agreements with such talent (“Talent”). All Talent must have the right to work in the country in which they render services as required and dictated by the applicable laws. Network reserves the right to approve any and all agreements Producer enters into with a Talent that is cast for a Network program.

#### Budgeting

Talent fees (including fees for secondary and day players) must be approved by BLA before locking the production budget. Discuss your Talent fee ranges with your BLA and/or Production Management (“PMD”) contact. Producer must also notify your BLA executive and PMD of any other forms of consideration, and amount(s) of the additional consideration, as between the Talent and Producer prior to locking the production budget.

#### Background Checks

- Take time to review thoroughly the Background Checks page and Working with Minors page on the Producer Portal.
- Producer must facilitate, secure, and review background checks on new Talent (unless waived in writing by the Network) who serve as a host/co-host/competitor/judge/ensemble personality/featured or secondary/supporting participant, if Talent: (1) appears in more than one program (episode) commissioned by any Network; or (2) appears in a primary manner (i.e., as more than just a background character) in any episode where children are involved in the production.
  - On a case by case basis, Network may request Producer to facilitate, secure, and review background checks on Talent/business who may fall outside the standard criteria (e.g., only appears in one episode).
- Likewise, Producer must facilitate, secure, and review background checks (unless waived in writing by the Network) on any new business that is featured in more than one episode.
- Background checks for the most recent seven (7) years (unless otherwise dictated by any local, state, Federal or international law) should include at minimum a search on all: (1) criminal, civil, sex offender, driving history, and a comprehensive print/media (including social media) and internet records; (2) education, and other professional credentials should be checked if they’re essential to the creative.
- Should any of the adverse criteria (bulleted below) apply to any Talent or business, Producer will notify the Network in writing for further discussion prior to casting such Talent or business.
  - Conviction of a felony within the past seven (7) years;



# MAGNOLIA NETWORK

- o Currently on probation for a felony or under a restraining order;
  - o An outstanding/active warrant of any kind;
  - o An outstanding arrest and/or distress warrant;
  - o Conviction within the past seven (7) years of any misdemeanor involving assault, battery, theft, fraud, sexual conduct, and/or involving minors or animals;
  - o More than one DUI or reckless driving conviction within the past twenty-four (24) months if Talent is required to drive for purposes of production;
  - o Any Internet, press or other public information confirming Talent's and/or the business' participation in more than one instance of conduct that (i) could cause Network, its affiliates or subsidiaries any harm or public disgrace; (ii) is disparaging or defamatory, and/or discriminates against a third-party due to their race, color, gender, religion, national origin, age, disability, status as a veteran, and/or sexual orientation; or (iii) shocks or offends the community, and/or brings Talent into public disrepute, contempt, or ridicule;
  - o To the extent that Talent's or the business' financial means impact any element to the creative, then: (i) Talent and/or business has a pattern of material financial issues (i.e. with bad debt in excess of \$100K in aggregate); (ii) bankruptcy within the past seven (7) years; (iii) tax liens; (iv) outstanding child support (as it relates to Talent) within the past seven (7) years; or (v) civil judgments within the past seven (7) years; or
  - o Any other adverse information which could materially interfere with production or exhibition of a program.
- Producer must always conduct a sex offender database search on each person (who hasn't already undergone a full background check that included a sex offender database search) accessing the production set/location – whether as Talent, crew or otherwise – if minors (18-years old or younger, unless otherwise dictated by the applicable law[s]) are involved in the production of the program. Sex offender database searches must be conducted per each new season per series or if the individual returns to production following a hiatus of 30 days or greater for any reason. Producer shall not permit any registered sex offender to access a set/location on which minors are performing or are otherwise present.
  - All producer-held talent agreements with Talent entered into must be contingent upon background checks.
  - Producer must budget for all associated background check and sex offender database search costs, and may use any qualified vendor of choosing, provided the required searches are conducted.
  - The Producer may not unilaterally decide to forego or waive a required background check. If for any reason the Producer believes that a required background check is not warranted, then the Producer is required to discuss the circumstances with the Network.
  - The Network may waive a required background check. The waiver must be authorized by a Network BLA representative in consultation with the PMD and must be provided in writing. A record of the background check waiver must be maintained by the Producer and the respective Network representative.



# MAGNOLIA NETWORK

- Local, state, federal and international laws, ordinances, and regulations may restrict the breadth and scope of particular background checks. All background checks must be conducted in accordance with applicable law (however, to the extent there is a conflict between these guidelines and applicable law, any such applicable law shall prevail).

## Unions and Guilds

Each agreement with Talent must be free of, and Talent shall indemnify Network from, encumbrances or costs related to such encumbrances, including, without limitation, liens, security interests, obligations pursuant to one or more collective bargaining agreements, including but not limited to residual or reuse obligations, Talent consent obligations, Talent backend obligations, and moral rights or attribution obligations (including credit obligations) so that Network may exercise Network's rights hereunder without any payments or obligations to, or subject to any approvals by, any third party.

## Network Guidelines and Policies

The Network guidelines and policies applicable to Talent must be incorporated by reference into each producer-held talent with Talent, and Producer shall ensure such guidelines are provided to the Talent. All guidelines and policies (e.g., Talent Social Media Guidelines) are located on the Producer's Portal.

## **2. Compliance with Production Agreements**

Producer-held agreements with Talent must be consistent and comply with the terms and conditions of your production agreement(s) with Network (including but not limited to Network's right to have all Talent agreements assigned to Network), all guidelines provided in this document and any other guidelines and requirements provided to producer by Network. Release of any production milestone payment (including the final payment) in no way constitutes acceptance of an agreement with Talent or confirmation that such agreement is in compliance with the associated production agreement. Failure to comply with the terms herein or any other guidelines for producers will constitute a breach of your production agreement.

**3. In addition to complying with each policy set forth in Section 1 above, producer must ensure that each producer-held talent agreement with Talent also includes or addresses the following, any deviation therefrom must be approved in writing (e-mail shall suffice) by your Network Business and Legal Affairs representative:**

## Talent Role

Talent roles must be appropriately described (e.g., Host, Personality, VO Talent, Narrator, Expert, Chef, Participant).



# MAGNOLIA NETWORK

## Compensation

- Fees for each Talent must be represented as an aggregate “all-in” number on a per-episode basis, even for those individuals who will render services in multiple roles (e.g., Host and Personality). Any and all forms of consideration between Producer and Talent must be approved by Network BLA representative prior to locking the production budget.
- Location fees paid to Talent (if any) must be addressed separately from the talent fee, whether in the Talent agreement or in a separate location agreement. Location fees shall not be included, in whole or in part, into a Talent fee. All required terms and conditions relating to location use must be included in the same agreement that incorporates the location fee.
- Whether related to the programming or otherwise, no compensation of any kind shall be guaranteed to the Talent (i.e., no “pay-or-play” deals). Additionally, Talent and Producer will not enter into any profit participation arrangements unless approved by the Network BLA representative in writing in each instance.
- All payments shall be contingent upon full execution by Talent and producer of the Talent agreement, and review and acceptance by the Network BLA representative of customary background, professional and/or company checks of Talent and Talent’s credentials, & full disclosure by Producer, & network approval of, all consideration between Producer and Talent.

## Engagement/Services

- Talent will render all requested services on a work-for-hire basis for the agreed-upon compensation, including preproduction, production, postproduction, promotional, press, publicity, digital, social media and/or other related services, in and in connection with the program at the direction of the producer and Network, and/or their respective production partners.
- All services must be rendered on a first-priority basis, and Talent shall not engage in any activities that interfere with or delay rendering of any services. Talent must render services in a first-class, professional manner, and Network’s and/or producer’s determination in all matters regarding Talent’s services (including, without limitation, matters involving artistic taste, quality and judgment) shall be final and controlling.
- All Talent services (including, without limitation, any promotion and/or publicity services) must comply with any and all Network guidelines and policies provided to Talent, including but not limited to the Talent Social Media Guidelines, which must be referenced as such each agreement with Talent. Any promotion or publicity services required by Producer that are not directed or approved in writing by Network shall be noncompliant with Network’s policies.

## Short Form Program

In connection with the production of each episode of the program, Talent will provide services for one (1) Short Form Program that will be taped concurrently with or adjacent to the production schedule for the respective episode for no additional compensation. “Short Form Program” will mean any program, webisode, or vignette that is approximately one to five minutes (1:00 – 5:00) in duration.



# MAGNOLIA NETWORK

## Travel and Entertainment

- All travel-related expenses must be budgeted appropriately within the production budget parameters.
- The radius a Talent must travel to receive T&E cannot be less than 100 miles from Talent's permanent residence (at the time the production budget is locked).
- If Talent is provided and/or reimbursed for T&E, the following is the maximum allowed: (1) round-trip coach-class airfare; (2) reasonable hotel accommodations (three (3) diamond, based on AAA rating system, if available); (3) ground transportation or car rental (intermediate size); and (4) \$50 per diem (when an overnight stay is required and services are rendered).

## Intellectual Property

- Network: All agreements with Talent must contain a specific provision prohibiting use of the Network's intellectual property, including, but not limited to, the applicable commissioning Network's name and logo, the program title and program content (footage, photography, graphics, etc.) without Network's express written permission.
- Talent-Supplied Materials: Producer must acquire (for producer, as well as its successors and assigns) exclusive ownership of all results and proceeds from Talent's services and all material suggested, composed, written, performed or furnished by Talent in connection with the program and/or Network and all material owned or controlled by Talent (with the exception of original Talent recipes) that is incorporated or used in or in connection with the program ("Talent-Supplied Materials"), in perpetuity and in all languages and all media (whether now known or hereafter devised) throughout the universe.
  - All Talent supplied recipe(s) shall be fully cleared pursuant to the production agreement(s), including without limitation a grant of rights to Network for the irrevocable and unconditional non-exclusive, perpetual right to exploit the recipes in any and all manner, in all media throughout the universe. All Talent supplied recipe(s) shall comply with any and all Network guidelines, policies and formats of which Talent is made aware, as applicable. Talent must represent and warrant their ownership of any copyright(s) in any and all recipe(s) created and/or supplied for or in connection with the program. Talent shall retain the non-exclusive, perpetual right to exploit the recipe(s) in any and all media, whether now known or hereafter devised, throughout the universe subject to the grant of rights to Network.
  - For the avoidance of doubt, original Talent Recipes shall not include any recipes provided by the Network directly or by a third-party recipe developer ("Network Recipes") and any and all Network Recipes shall remain Network Recipes in perpetuity
- Talent may be accorded an attribution credit for any and all Talent-Supplied Materials and original Talent recipes; provided, however, that no inadvertent failure to do so shall constitute a breach of the Talent Agreement.
- Trademarks/Business(es): Talent will not visibly wear the name or logo of any service or product while rendering services without Network's prior written consent. If



# MAGNOLIA NETWORK

trademark and/or business use is approved, producer must then secure all rights to any business(es) and/or trademark(s) that may or will be featured in a program. These rights must be consistent with and comply with all rights and obligations under your production agreement(s) with Network as well as the Talent Guidelines (where applicable), including, without limitation, exclusivity (as further detailed below). Producer must take all necessary steps to ensure that the contracting third party holds the rights being granted. Producer must not have a vested interest in any Talent commercial activity unless previously approved in writing by Discovery in each instance.

## Credit

All credits must comply with the Magnolia Credit Guidelines and approved by the Network BLA representative, and no main or paid ad credits shall be accorded to anyone.

## Service Term

- The initial service term must start as of the effective date of the Talent agreement and continue through a minimum of twelve months from commencement of principal photography on the first cycle of the program.
- There shall be no limitation on the number of episodes in each service term including the initial service term.
- Producer shall have the right to extend the current Service Term for up to 60 days for the purpose of completing the then-current production order.

## Options

Talent must grant a minimum of four (4) exclusive options for producer to engage Talent's services, each for an additional twelve-month period, and triggered no later than the last day of the then-current service term.

## Exclusivity

- Talent must be exclusive in all media.
- The exclusivity period must be throughout the service term (including any extensions) and continuing through and including a period of twelve (12) months from the initial exhibition of the final episode of the program in which Talent renders services. In the event of termination for cause, the exclusivity period must be extended for a minimum of twelve (12) months from the date of such termination.
- During the exclusivity period, Talent cannot render services for, appear in, sponsor or endorse any product or service (using or licensing Talent's name, likeness, persona or otherwise) in any media (including without limitation merchandising and publishing and any publicity and personal appearance requests) without prior written consent from Network in each instance.
- All exclusivity terms must be for the benefit of the Network, including but not limited to so called 'ties' or 'locks' requiring Talent to provide services to Producer or any third party. Producer warrants that Network shall have the right to terminate any talent exclusivity provision not otherwise assignable to Network.



# MAGNOLIA NETWORK

## Covid-19

All Talent agreements should include the following language: "The parties hereby agree that if either party hereto is materially hampered from performing hereunder for any reason related to or arising from COVID 19 or related strains of the coronavirus (each a "COVID 19 Event"), failure to perform shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefor. Network shall have the right to suspend any relevant Schedule during a COVID 19 Event and shall have the right, but not the obligation, to extend any relevant Schedule by the length of any such suspension. Network may terminate this Agreement in a COVID 19 Event without further obligation to Talent except for appropriate payment, reimbursement or adjustment with respect to any Program-related activities Talent satisfactorily completed or approved expenses incurred prior to such termination. Network may invoke its rights under this paragraph as often as any COVID 19 Event occurs."

## Choice of Law

All agreements must be governed by the laws of the State of New York.

## Cast Insurance

Cast insurance must be secured for any Talent whose inability to render services would impact the budget (i.e., risk of financial loss) and/or delay production. To secure cast insurance, producer must ensure that Talent either completes the health questionnaire (for productions that are under \$2MIL) or undergo a full and complete medical exam (for productions that are \$2MIL or more), on an annual basis for purposes of producer securing cast insurance. All associated costs must be represented in the production budget. Cast insurance must be secured prior to the commencement of principal photography & must cover the entire duration of all phases of production.

## Insurance

Without limiting the generality of the foregoing, Talent must be covered and/or named as additional insured under producer's general liability and errors & omissions policies.

## Miscellaneous

- Producers are responsible for ensuring that all agreements with Talent contain all necessary and advisable legal provisions sufficient to protect the interests of Network, including without limitation: rights/ownership/exploitation, name and likeness rights, no obligation for use of services, independent contractor status, incapacity, termination, morals, force majeure, customary reps and warranties, indemnification, plugola/payola and logo use, fair competition, confidentiality, rights and remedies, severability, assignment, collective bargaining, notices, assumption of risk, waivers, counterparts, and entire understanding.
- Talent must grant the perpetual, exclusive right, but not the obligation, to use and authorize others to use Talent's name and likeness in and in connection with the production, distribution, advertising, publicity, promotion, merchandising, exhibition and other exploitation of all versions and formats of the program (including its title), as well as the businesses, services, programs and/or products of Network and their



# MAGNOLIA NETWORK

licensees, sub-licensees and assigns (including all advertising, publicity and promotion and materials associated) in all manner throughout the universe

- Network must be explicitly described in all agreements with Talent as a third-party beneficiary of that agreement.
- Producer acknowledges and agrees to reserve Network's right to terminate any revenue participation arrangements as between Producer and Talent, Producer shall indemnify Network from any claims resultant from Network's termination.

Network will not accept, and Producer must reserve Network's right to terminate any agreement with Talent that includes the below terms:

- Profit participation of any kind, by any party (e.g., producer taking a percentage of revenue in proceeds from Talent's future earnings, Talent taking a percentage of revenue in proceeds from producer's future earnings).
- Producing and/or source credits of any kind (e.g., "Executive Producer"/"Created By").
- Talent credits of any kind (e.g., "Host"/"Presented By")
- Talent approval rights of any kind.
- Talent use of Network's intellectual property.
- Non-assignability of producer's rights and obligations to Network.
- Limitation on number of days and/or type of services rendered.
- Hair/makeup/wardrobe allowance.
- Attachment of Talent to a program and/or a producer.
- Arbitration for dispute resolution