



- B. Photographs which appear in a casual leafing through an album, book, magazine, or newspaper;
- C. Photographs of trademarks and service marks (registered and unregistered);
- D. Photographs of packaging and labeling;
- E. Actual print where a photograph appears incidentally and is not highlighted or featured;
- F. Billboards, displays, and point-of-sale items which appear incidentally and are not highlighted or featured;
- G. Atmosphere photographs, pictures, and likenesses used as incidental props, provided the person shown is not well known or prominent;
- H. News photographs.
- I. Footage licensed from professional or collegiate sports associations, leagues, or other similar organizations (e.g., NHL, NFL, MLB, NBA, NASCAR, MLS, and NCAA), except with respect to featured players (i.e., individual players in a close up shot or otherwise featured prominently and personally highlighted in the footage).

It is the intent and spirit of this provision that still photography and stock footage used in commercials shall not be used in a manner which evades this Contract. To that end, it is agreed that the Standing Committee shall discuss and make recommendations concerning any disagreement or interpretation regarding use of still photographs and stock footage in commercials.

4. Amend Section 18 – Public Service Announcements/Government Agency Messages as follows:
  - (a) Modify paragraph 5 as follows:

Provided a waiver for an initial one-year period has been obtained pursuant to the forgoing paragraph, and provided the performer's prior written consent has been obtained and filed with the Union, Producer may use the public service announcement for an additional one-year use period by paying the principal performers the same amount as they were paid for the original session at the conclusion of the first 12 month period. For use periods beyond the second 12-month use period, provided the Producer has complied with the foregoing, the Union shall grant a waiver for additional one-year use periods without additional compensation to the performer. Notwithstanding the foregoing, any individual



8. Amend Section 38 – Dealer Commercials, Section 42 – Foreign Use of Commercials, and Section 43 – Theatrical or Industrial Exhibition to remove consent requirements inconsistent with those set forth on Exhibits A-1 and A-2. Amend Exhibit A-1 to include an area on the front of the document for “No Exclusivity” that contains checkboxes for Theatrical/Industrial Exhibition and Foreign Use and that Internet Only and New Media Only are replaced with Traditional Digital and Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms.

9. Amend Section 43 – Theatrical or Industrial Exhibition to clarify as set forth below:

If Producer desires to use a commercial for theatrical or industrial exhibition, the individual principal performer’s contract shall contain a provision requiring additional compensation for such right of not less than 100% of the applicable session fee for all categories of principal performers payable when such exhibition occurs and shall constitute payment for 30 consecutive days following the first exhibition. An additional 60% of the applicable session fee shall be payable for any additional use which occurs beyond the 30<sup>th</sup> day. Use of a commercial for theatrical or industrial exhibition may be worldwide.

10. Amend Section 47.A. – Contributions to Pension and Health Plans to reflect an increase to the total contribution rate of 20.5% (JPC authorizers will receive a 1.25% waiver of the pension increase (for a total contribution of 19.25%). All increases shall be directed to the SAG-AFTRA Health Plan. In addition, 0.1% of the IACF contribution rate shall be redirected to the SAG-AFTRA Health Plan. Revise the reference to “SAG-AFTRA Motion Picture Players Welfare Fund” to reflect the merger of the SAG-AFTRA Motion Picture Players Welfare Fund into the SAG-AFTRA Foundation.

11. Section 47.A. – Contributions to Pension and Health Plans shall be further amended to add the new paragraph 4 below that clarify the escalation of the contribution rate and the due date for contributions to the Plans:

Contributions to the Plans are due within thirty (30) days of the date that the compensation upon which the contributions are based is required to be paid to the performer. This requirement is in lieu of and notwithstanding any conflicting language in any of the benefit plan trust agreements.

12. Amend the third paragraph of Section 56.B. –Transfer of Rights – Assumption Agreement set forth below:

Transferee hereby agrees, expressly for the benefit of SAG-AFTRA and its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract and all Social Security,

withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, IACF and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 47.E as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration provisions and procedures contained therein.. Upon the Union's or the Plans' written request, Transferee agrees to timely provide to the Union and the Plans unredacted copies of all contracts relating to services provided under such performer contracts. ~~any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such commercials and required records and reports.~~ It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

13. Amend Section 58.H. - Arbitration amend as follows:

It is the policy of the Union not to process unduly late claims. Claims regarding audition, travel or production-related session claims (e.g., overtime, wet pay, smoke pay, meal periods, etc.) shall be submitted to Producer no later than 6 months from the date of such audition, travel or session, or, if the claim is related to payment, 6 months from the date the payment is made. It shall be the understanding of the parties that the term "production-related session claims" is meant to identify those session-related claims where the contract violation can be ascertained at the time of session or at the time that the session payment is received. Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period of Use or the date that performer is released from exclusivity, whichever is sooner. There shall be a 4-year statute of limitations for all other claims. The statute of limitations shall begin to run on the date that the performer knew or should have known that a claim existed.

14. Amend Section 69 – Title as follows:

This Contract shall be known as the ~~2019~~ 2022 SAG-AFTRA COMMERCIALS CONTRACT.

15. Amend Schedule A as set forth in Appendix C.



Producer, or Producer’s representative, prior to the performance of such work. An extra performer will not be discriminated against for refusing to accept hazardous work. Extras who are required to be passengers in vehicles engaged in stunt driving shall be paid an additional Commercial Extra Performer Unlimited Use or Initial 13-Week Use session fee (as applicable based upon their engagement) as set forth in Schedule D.III.6.A. The foregoing shall be subject to the assessment of the qualifications of performers to be passengers in vehicles engaged in stunt driving, applicable insurance requirements (if any), performer safety considerations, and compliance with the Stunt Driving Guidelines.

19. Amend Sideletter #9 – Experimental Social Media and YouTube Waiver to: 1) remove “Experimental” from the title; and 2) to delete the sunset provision.

As per language in Schedule A.I. Audition, when this waiver is being used, it must be stated in the audition notice.

20. Amend the 2020 Low Budget Digital Waiver to extend the sunset through December 31, 2022. The bargaining parties agree to meet prior to the sunset date to discuss the terms of the waiver and any impact of the new structure on the waiver.

**B. The following changes shall be effective June 1, 2022:**

1. Increase wages and use fees under the Traditional Contract by an additional, compounded 4.88% for commercials produced on or after June 1, 2022.
2. Commencement of new compensation structure set forth on Appendix A, with session fee set at same rate as Traditional Contract (i.e., \$783.20 for on-camera principals). For clarity, the wage increases set forth in A.1 and B.1 shall not apply to the specified use rates under the new compensation structure set forth on Appendix A.
3. Termination of ACS Upfront Plus, ACS Flex, and ACS Digital Upfront. Commercials produced under the ACS Upfront Plus, ACS Flex, and ACS Digital Upfront prior to June 1, 2022 will continue to apply those ACS terms through the expiration of the MPU. Upon expiration of the MPU, any renewal must be negotiated under either the Traditional Contract or the new compensation structure set forth on Appendix A.
4. Amend paragraph 2 of Section 17.A.2. – Restrictions on Use of Commercials; Additional Services to clarify the double scale rate as follows:
  2. **YouTube.** Provided that the below conditions are met and with the understanding that the following is a minimum that individual performers may bargain over and above at the time of engagement, liability for the exhibition of a commercial on an

advertiser's and/or agency's YouTube channel(s) in violation of Section 17 after the expiration of the MPU (an "Unauthorized Use") shall be fixed at double scale calculated based on the duration of the Unauthorized Use, but to not exceed two (2) years, ~~and applying the move over or made for (as applicable) Internet rate in effect at the time of any payment made under this provision~~ applying the Traditional Digital rate then in effect;

5. Delete Section 26 – Editing of Commercials, and replace with a new editing structure as set forth on Appendix B, which shall apply to commercials that commence production on or after June 1, 2022.
6. Amend Section 30.A. – Maximum Period of Use of Commercials and Section 31.A. and A.1. – Hold Fee — Fixed Cycle to reflect a modified calculation of the MPU as set forth below.

Section 30.A. Except as provided below for animated cartoon commercials and except as provided in subsection B hereof, the maximum period during which a commercial may be used shall be not more than 21 months after the date of commencement of the first use of the commercial or 13 weeks after the commencement of the first fixed cycle as defined in Section 31, Holding Fee — Fixed Cycle. The maximum period during which an animated cartoon commercial may be used shall be no more than 21 months commencing with the earlier of the date of the first use of the commercial or 13 weeks following the first recording date for off-camera recording, fixed cycle unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be 24 months commencing with the date of the first fixed cycle for the off-camera principal performers.

The bargaining parties will direct the payroll services to report the date of the final production day to performers as a part of their session payments for all commercials. Maintain the provisions of Section 30 to the extent that they are consistent with the foregoing.

Section 31.A. For the purpose of applying the provisions of this Section pertaining to the holding fee, each period of 13 consecutive weeks beginning with the ~~first~~ last day of employment (excluding recalls/retakes) of any on-camera principal performer in a commercial is herein referred to as the "fixed cycle". All 13-week fixed and use cycles referred to in this Contract may be calculated by counting 13 weeks or 3 months less one day. Whenever reference is made in this Contract to weekly periods of use, sometimes referred to as "cycles," it shall be deemed to mean consecutive weeks, in





(4) Class A (including any simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

(a) Compensation for Class A commercials shall be paid in 13-week cycles and calculated on a per-use declining scale basis as set forth in Section 34.B.

1. 1st use: Equivalent to Session Fee
2. Uses 2+: Reduce current 2019 Class A Table Rates by 5%

(b) The maximum compensation payable for Class A in any 13-week cycle shall be \$20,000 for on-camera performers and \$15,000 for off-camera performers (the “Class A cap”). The cap on Class A compensation shall apply only to commercials produced by advertiser signatories and/or advertising agency signatories. The cap shall be treated as a scale term subject to increase and to bargaining at the time of engagement.

(c) Amend Section 47 to create a 0.2% Digital Transition Impact Mitigation Fund (“DTIMF”). The Fund will be disbursed to performers negatively impacted by the recalibration of traditional media exhibition formulas that the Union has agreed to as part of the reallocation of compensation to digital platforms. The Union will take responsibility for monitoring, analyzing use patterns and identifying eligible performers in order to determine how the fund should be disbursed. In the event that it is necessary to create a jointly-trusted entity to facilitate the establishment of the Fund, the JPC will cooperate with SAG-AFTRA in the creation of such an entity. The bargaining parties shall reevaluate the DTIMF and Class A cap in future negotiations.

(5) National Cable (including local cable, simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

(a) 4 week – \$1,500

(b) 13 week – \$4,100

(c) 1 year – \$13,500

(6) Local Cable (including simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):



- (d) 4 week – \$325
- (e) 13 week – \$1,000
- (f) 1 year – \$3,500

(b) **Compensation Structure for Digital Only Use**

(iii) **Session:** Session fees shall be paid per the main Contract. No holding fees are due. Session may be applied.

(iv) **Use:** All use fees are payable on the earlier of fifteen (15) working days from first use or 13 weeks following the final production day (excluding recalls/retakes). All cycles may be used non-consecutively during the MPU, provided and for so long as Producer is paying holding fees to all principal performers in the commercial.

(1) Traditional Digital:

- (a) 4 week – \$700
- (b) 13 week – \$1,100
- (c) 1 year – \$3,400

(2) Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms: All use fees, editing fees and exclusivity, if desired, may be freely bargained.

(v) **Exclusivity:** There shall be no automatic exclusivity for commercials used exclusively on Traditional Digital and/or Gaming platforms/Virtual worlds/Augmented reality/Emerging platforms. Producers may obtain exclusivity from principal performers for Traditional Digital by obtaining the consent of the principal performer and paying one holding fee in the amount of (1) session fee for each 13-week period. The session fee shall act as the holding fee for the first 13-week period and may be credited; subsequent holding fees shall not be credited. Exclusivity for Gaming platforms/Virtual worlds/Augmented reality/Emerging platforms may be freely bargained.

**APPENDIX B**  
**COMMERCIAL EDITING RULES AND EXAMPLES**

The terms of this Appendix B apply for commercials that commence production on or after June 1, 2022.

The following terms shall apply to alterations of commercials:

1. All editing provisions apply to all commercials produced under the Contract.
2. There are four (4) types of changes that do not create a new commercial: (1) Shorter/Longer Versions; (2) Permitted Changes; (3) Paid Edits; and (4) Addressable Edits. All such edits may run in the same market at the same time and will be considered one commercial for use purposes. All other changes to a commercial ("Unpermitted Edits") result in a new commercial for use purposes. Shorter/longer version fees, paid edit fees and addressable edit fees are due within fifteen (15) working days of first use of the shorter/longer version, paid or addressable edit.
  - (1) **Shorter/Longer versions:** Producer may create shorter/longer versions without triggering a new commercial. Each shorter or longer version must use only footage from the same production, provided that such footage relates to the same script or storyboard and does not create an Unpermitted Edit of the longest version produced. This does not authorize the creation of "wild footage" as that term is understood in the Industry. Shorter/Longer versions shall be paid as follows:
    - (i) No additional compensation due for the 1<sup>st</sup> and 2<sup>nd</sup> shorter/longer versions;
    - (ii) The 3<sup>rd</sup> shorter/longer version shall trigger the payment of a session fee to principal performers in the 3<sup>rd</sup> shorter/longer version;
    - (iii) Each additional shorter/longer version after 3 shall trigger a payment of 30% of a session fee per shorter/longer version to principal performers in the shorter/longer version(s);
    - (iv) Shorter/longer version fee(s) shall not be credited against any other payment due under the Contract;
    - (v) Producer submits a commercial to an advertiser's Advertising Library (or other similar asset management platform) for the purpose of allowing unlimited edits for use in digital (but not including Streaming Platforms), Producer shall pay each principal performer 4x session fees for unlimited editing rights during the Maximum Period of Use.
  - (2) **Permitted Changes:** No additional payments are due to any performers in the commercial other than any performer(s) engaged to render services in connection with the Permitted Change. Principal performers making such changes shall be paid separately the applicable tag rates for each such change.

- (i) Change tags, dealer ID, legal/network (previously, Section 26.D. and E.); dates, factual information (previously Section 26.I); offers (previously Section 26.K.); and supers;
  - (ii) Rearrangement of on-camera material (previously Section 26.G.);
  - (iii) Change VO/music (previously Section 26.F.);
  - (iv) Foreign language voiceover (previously Section 42.A.5.); and
  - (v) The introduction and/or ending of a commercial may be changed to another product in the same product line or to a different variant of the same product (e.g., a different color, model, size, scent, and flavor) as long as the change is in the nature of a “tag” as that term is customarily used in the Industry, i.e., a short appendage to the body of a commercial (previously Section 26.C.).
- (3) **Paid Edits:** Any change to a commercial described below shall constitute a “Paid Edit.” All principals in the commercial as edited shall receive the following Paid Edit fee(s) based on the session fee for on-camera or off-camera, as applicable. Edit fee(s) shall not be credited against any other payment due under the Contract.

First Edit	1x session fee
Second Edit	75% of a session fee
Third Edit	50% of a session fee
Fourth Edit (and all subsequent edits)	30% of a session fee

- (i) The product may be changed to another product in the same product line or to a different variant of the same product (e.g., a different color, size, scent or flavor) beyond the nature of a tag.
  - (ii) The edit changes the setting or adds an additional setting to the commercial, provided such changes can be made during the same production via CGI or green screen or do not otherwise require the cast to travel to a different location or set.
  - (iii) Performers may be asked to shoot the same script/storyboard featuring the same product/service with different wardrobe and props to align with the edited background change. Performers shall receive a session fee for each shoot and shall receive the paid editing fees for each commercial after the original.
- (4) **Addressable Edits:** Addressable commercials (defined as commercials that are specifically produced to show in multiple variations, each of which will be dynamically inserted at the level of individual households) may be edited (i.e., Addressable Edits) upon payment of the Addressable Edit Fee without creating a new commercial, provided that the only footage and/or soundtrack used to make the edit is taken from

the original production and that the edit does not change the commercial concept or message. Upon request, the producer shall provide documentation proving that the commercial is an addressable commercial. Performers appearing in Addressable Edits shall be paid the following fees, which shall not be credited against any other payment due under the Contract.

On-Camera Principal	One-time fee equal to 200% of the on-camera session rate.
Off-Camera Principal	<p>50% of the off-camera session rate for every Addressable Edit created if the off-camera principal renders services for the edit.</p> <p>If the off-camera principal does not render services, then they receive a one-time fee equal to 200% of the off-camera session rate.</p> <p>If the off-camera principal renders services on some, but not all, of the Addressable Edits, they shall receive both a one-time fee equal to 200% of the off-camera session rate and 50% of the off-camera session rate for every Addressable Edit created for which the off-camera principal renders services.</p>
Extra	One-time fee equal to 50% of the unlimited use extra session rate.

- (i) The commercial may be edited to show a different setting (e.g., beach to rolling hills);
- (ii) The product may be edited to show a different product in the same product line (e.g., F-150 to F-250);
- (iii) The product and/or package may be edited to show a different variant of the same product (e.g., a different color, size, scent or flavor) beyond the nature of a tag; and
- (iv) Subject to Section 20.F. of the Contract (Joint Promotions), any element other than the product may be edited to show a different element:

Example: A surfboard in a car commercial may be replaced with a snowboard in the same commercial;

Example: The driver in a car commercial is wearing a bathing suit in one edit and a ski jacket in the second;

Example: A shot of a group of men walking past a car in a car commercial is replaced with a different shot of the same action;













:30 showing a montage of re-enacted accidents, the “top 5” claims of all time. Scenes are edited with footage from other commercials. New performers are added. The commercial now features footage from multiple commercials with a new concept/commercial message. **This would be a new commercial for use purposes.**

**APPENDIX C**  
**AMENDMENTS TO SCHEDULE A**

**SCHEDULE A — WORKING CONDITIONS — PRINCIPAL PERFORMERS**

**I. ON CAMERA**

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**I. Casting and Auditions**

**1. Auditions**

Except as otherwise specified below, the following shall apply to in-person auditions and self-taped or live-remote auditions (“virtual auditions”):

- (a) An audition for a given commercial or commercials must be scheduled by Producer for a specific time (or for a self-taped audition, a due date for Producer’s receipt of the self-taped audition must be specified) and the principal performer or his/her representative notified thereof. A call, text, or email to the principal performer’s representative shall be deemed sufficient. Performers shall be notified of the primary areas of conflict prior to audition. Such notification may be in generic terms that do not identify the advertiser or its specific product or service.

A standard Audition Report Form, Exhibit E to this Contract, shall be used for all auditions.

Producer’s signature on the Audition Report Form shall not constitute a verification of the information supplied by the principal performer referred to herein and the form shall so state.

The Audition Report Form shall also provide for the following information:

- (i) Intended use.

- (ii) A declaration to be signed by an authorized representative of Producer stating:

“This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing or as a scratch track without payment of the minimum compensation provided for in the Commercials Contract and shall be used solely to determine the suitability of the performer for a specific commercial.”

- (iii) The name of the principal performer who is hired, if known, at the time the Audition Report Form is filed pursuant to this Section I.1.(a).

- (iv) Whether the audition is for an on-camera or off-camera principal performer or extra performer.

(v) A declaration that the confidentiality provisions set forth on Exhibits A-1 and A-2<sup>3</sup> shall also apply to all auditions.<sup>4</sup>

(vi) The name of the responsible person or persons who may be contacted by the Union to ascertain the use made of the recorded audition material, unless Producer has informed the Union in writing of the person designated to handle all such inquiries.

If the name of the principal performer who is hired is not provided in the Audition Report Form which is filed pursuant to this Section I.1.(a), the Union may, within 60 days after the filing of the Audition Report Form and by reference to specific Audition Report Form(s), request information (a) as to whether a principal performer was hired and his/her name; and (b) to verify compliance with the Declaration referred to in subparagraph (a).(ii) above. Such information shall be provided within 60 days of the request by the Union. The Union may at any time make inquiries regarding compliance with equal employment obligations.

It shall be the responsibility of Producer to provide such forms which must be properly completed and emailed to [commercialsreporting@sagaftra.org](mailto:commercialsreporting@sagaftra.org) or mailed to the nearest Union office on the 1<sup>st</sup> and 15<sup>th</sup> of each month. It shall be Producer's responsibility to examine all Audition Report Forms before ~~mailing~~ sending, inasmuch as all overtime and call-back data shall be presumed correct unless Producer notes otherwise.

In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in the amount of \$150 shall be

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<sup>3</sup> Section 6 of Exhibits A-1 and A-2 shall also be amended as follows:

#### 6. NON-DISCLOSURE/CONFIDENTIALITY

'Confidential Information' means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of, and products involved in the production and any and all information regarding the creative elements (including, without limitation, scripts and storyboards) whether communicated orally, in written form, or electronically. Confidential information does not include information that was lawfully in Performer's possession prior to being disclosed in connection with the employment of Performer, is now, or hereafter becomes generally known to the public, or that Performer rightfully obtained without restriction from a third party. Performer acknowledges that Performer has and will become aware of certain Confidential Information. Unless otherwise required by law, Performer agrees that, without Producer's prior written approval, Performer shall hold such Confidential Information in the strictest confidence and that Performer will not disclose such Confidential Information to anyone (other than Performer's representatives in the course of their duties to Performer, which representatives shall be bound by the same restrictions as set forth in this Agreement) or utilize such Confidential Information for Performer's benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit Performer from disclosing Confidential Information concerning Performer's wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any nondisclosure agreement that has not been approved in advance and in writing by the Union.

<sup>4</sup> The Non-Disclosure/Confidentiality language as modified in Exhibits A-1 and A-2 shall be added to Exhibit E – Commercial Audition Report.



(i) Creative Session Calls During Auditions:

If the audition constitutes a creative session call, the performer shall be advised prior to the audition and paid pursuant to Section I.2.(a). herein.

Definition: "Creative Session Call." Any request of a principal performer to devise dialogue shall be deemed an ad lib or creative session call. Where no dialogue is involved, the session shall be deemed an ad lib or creative session call when principal performer is requested to devise action not provided by the script, storyboard or by specific direction.

- (j) If there has been no agreed salary before the auditions and if the principal performer and Producer cannot agree, the salary rate at which ~~he/she~~ they shall be compensated for such excess time shall be determined by arbitration.
- (k) If the principal performer reads or speaks lines which ~~he/she has~~ they have not been given to learn outside the studio, without photography or sound recording, the same shall constitute an "audition".
- (l) Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.
- (m) If an audition is videotaped, it is agreed that such videotaped audition shall be used only to determine the suitability of the principal performer for a specific commercial.
- (n) A recorded audition used as a scratch track shall be paid at the demo fee.
- (o) When a principal performer is given an audition call, ~~he/she~~ they shall be given complete information as to the anticipated use of the commercial, any waivers under which the commercial is being produced, if exclusivity is being held and the conflict area(s), nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of if any of the following may occur during the course of the performer's employment: unusual working conditions, work involving animals, stunts, hazardous work or conditions (such as dancers performing knee work), improvisations, depiction of performer engaging in intimate acts, partial nudity (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) and/or required nudity. A member of production shall be made available prior to the first shoot day to answer questions about the nature of any intimate acts, partial nudity and/or nudity required of the performer. Producer's failure to comply with the foregoing with respect to intimate acts, partial nudity and/or nudity shall entitle the performer to refuse to work and to be paid a full day's pay. In the event that dancers will be required to perform on a non-standard surface, notification of such shall be given at the time of audition and engagement.

- (p) In connection with an audition, performers shall not be requested to dye their hair, braid or unbraided their hair or, for virtual auditions, engage in multiple hair and/or makeup styling changes for the same audition.
- (q) Producer may not require a principal performer to wear specific wardrobe to an audition nor require multiple style changes during the audition. Producer may not request a performer to audition nude (including pasties and genital socks), but may request partial nudity with advance notice. ~~However,~~ Producer may provide a principal performer with information concerning regarding the wardrobe that will apply if such performer is employed for the commercial, the social scale of the role to be cast, the activity involved or other information which might affect the principal performer's choice of attire for the audition.
- (r) Principal performers shall be provided with scripts or storyboards at time of audition sign-in. An ample supply of scripts or storyboards shall be available at auditions. In the event there are problems with respect to the confidentiality of the material, cue cards may be used. All creative materials and information regarding the production provided to the performer in connection with the audition shall be subject to the confidentiality provisions set forth on the A-1 or A-2, as applicable, and performer shall be bound by such provisions upon receipt of any such material or information in connection with an audition, even if the performer elects not to audition.
- (s) Adequate seating shall be provided at all in-person auditions.
- (t) If during an in-person audition performers are required to perform a stunt, Producer will ensure that a stunt coordinator is present. If a performer is asked by Producer to, and performer does, perform a stunt during an in-person audition, such stunt audition services by performer shall not be citable in determining whether the performer has performed a stunt during the production. Such determination shall be based solely on the services performer provides for the actual commercial production. During a virtual audition, performers shall not be requested to perform a stunt or to perform a dangerous activity, such as driving, riding a bicycle, skateboarding, roller skating, interacting with fire, balancing on an elevated surface that is over 18 inches high, or using power tools. The foregoing shall not prevent Producer from requesting that a performer mime or replicate any of the foregoing activities in a safe manner or from requesting that a professional or expert demonstrate a skill for which they are trained, provided that the Producer is clear that they are seeking such a professional/expert, e.g., a Producer seeking a professional chef may ask for a self-taped audition demonstrating knife skills, a Producer seeking a professional carpenter may ask for a self-taped audition demonstrating the use of power tools, etc.
- (u) Producer shall ensure that no auditions, fittings or meetings are conducted in private hotel rooms or residences where the performer is alone with representatives

of production. If there is no reasonable alternative forum for such a meeting, performers shall be entitled to attend the meeting with a second individual of their choosing who shall be allowed to maintain physical access to the performer at all times during the meeting – see Section 14, Policy of Non-Discrimination and Affirmative Action/Diversity.

(v) All performers shall be provided a call sheet that includes SAG-AFTRA’s SAFER-SET Hotline Number (844) SAFER SET/844-723-3773 and SAG-AFTRA’s SAFE PLACE reporting tool for sexual harassment [www.sagaftrasafeplace.org](http://www.sagaftrasafeplace.org).

(w) In addition to any specific references above, the following shall apply to virtual auditions:

(i) For virtual auditions, the Producer or casting director shall provide a virtual “waiting room” or other arrangement that allows performers to be notified of any delays. For example, using the chat function of a virtual meeting platform to communicate with performers.

(ii) Performers shall not be requested to travel to different locations as part of a virtual audition; provided that, requests to move to different rooms/areas in or outside of a performers’ home are permitted. Performers shall not be required to provide any location other than a well-lit background. Producer may, however, provide context regarding the nature of the commercial. Additionally, Producer shall not require any angle changes within a single take.

(iii) Performers may not be required to possess or obtain equipment including props or paid services in order to audition.

## 2. Creative Session Calls:

The session shall be deemed a creative session call when principal performer is required to devise action or provide dialogue not suggested by a script, storyboard or by specific direction. The principal performer shall be paid for such services as follows:

(a) Where the principal performer is not required on such call to perform services in the production of commercial or commercials, the principal performer shall be paid a minimum fee of \$268.68<sup>10</sup> which shall be deemed compensation for 1 hour. For all time spent in excess of 1 hour, the principal performer shall be paid in ½-hour units, at the rate of \$134.34<sup>11</sup> per unit.

(b) Where the principal performer is required on such call to perform services in the production of a commercial or commercials, ~~he/she~~ they shall be paid, in addition to ~~his/her~~ their session fee, an additional 50% of such session fee for each

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<sup>10</sup> Subject to April 1 and June 1 wage increases.

<sup>11</sup> Subject to April 1 and June 1 wage increases.



**KK. Deaf and Hard of Hearing and Visually Impaired Principal Performers**

1. For any role in which a deaf or hard of hearing performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, interpreters certified and qualified in American Sign Language or oral interpretation . Producer shall provide, upon the performer's request made to Producer no less than twenty-four (24) hours in advance of the audition or at time of audition notice, whichever is later, the use of closed captioning (if possible) as an alternative to an interpreter.
2. With regard to performers who are blind or visually impaired, Producer and such performers shall make mutually acceptable provisions to make the script available to the performer in advance of auditions.