

# 2003 COMMERCIALS CONTRACT

## SCREEN ACTORS GUILD



AND

## ANA-AAAA JOINT POLICY COMMITTEE ON BROADCAST TALENT RELATIONS



# **SCREEN ACTORS GUILD 2003 COMMERCIALS CONTRACT**

AGREEMENT made by and between SCREEN ACTORS GUILD, INC., a California non-profit corporation, herein called the "UNION" and the ANA-AAAA JOINT POLICY COMMITTEE ON BROADCAST TALENT UNION RELATIONS, herein called the "JOINT POLICY COMMITTEE", acting on behalf of advertisers and advertising agencies who have authorized said Committee to act on their behalf, a list of which has been filed with the Union and is by this reference included as a part of this Contract, and others who sign this Contract or Letters of Adherence hereto, hereinafter individually referred to as "Producer."

## **I. PRE-PRODUCTION**

### **1. RECOGNITION AND COVERAGE**

#### **A. Principal Performers**

The Union is recognized by Producer as the exclusive bargaining agent for all principal performers (including actors, narrators, announcers, singers, specialty dancers, specialty acts, puppeteers, stunt performers, and pilots) as described in Section 6, Persons Covered, employed by Producer for commercials, as the term "commercials" is defined in Section 4, within the scope of this Contract as provided in subsection A of Section 5, Scope of Contract.

Compensation to principal performers in commercials is based both on the services which the principal performer renders in the production of such commercials and on the use which is made of the finished commercial in which the principal performer has rendered services. This dual basis of compensation springs from the unique nature of the services rendered by principal performers in commercials. The Union contended that a principal performer rendering services in a commercial performs, to a great extent, the duties of a demonstrator or salesperson of a particular product or service and as such, tends to be identified with that particular product or service.

The Union also contended that this identification increases proportionately with the continued telecasting of a commercial. The Union further contended that advertisers and their agencies seldom approve the employment of a principal performer who has become identified with another product or service, especially if the product or service is competitive. These conditions and practices tend to reduce opportunities for further employment in this field.

The Producer, realizing the singular nature of this kind of service and that the reuse of a commercial may limit or curtail further employment opportunities for the principal performers appearing in the commercial, has agreed to this unique method of compensation.

#### **B. Extra Performers**

The Union is also recognized by the Producers, and each of them, as the exclusive bargaining agent for all extra performers employed in the production of commercials, as the term "commercials" is defined in Section 4, in the zones as defined in Section 1 of Schedule D hereof.

## **2. EFFECTIVE DATE AND TERM**

This Contract shall be for a three (3) year term commencing October 30, 2003 and continuing to and including October 29, 2006 and shall continue in effect thereafter until terminated by either party by 60 days' notice, in writing, to the other.

## **3. EXISTING CONTRACTS**

- A. Except as otherwise expressly provided herein, the terms and provisions of this Contract shall apply to all commercials produced on or after October 30, 2003 and to all new or additional versions of commercials produced under all prior collective bargaining agreements for commercials which are integrated on or after October 30, 2003 under the provisions of Section 25, Integrating of Commercials Into Different Commercials and to all versions which are edited after October 30, 2003, other than as expressly permitted under Section 26, Editing of Commercials.
- B. The provisions of this Contract with respect to all services rendered by principal performers and extra performers in commercials on or after the effective date hereof shall be deemed incorporated into all contracts of employment now in effect or hereafter entered into, but no terms or provisions in any such existing contracts which are more favorable to the principal performers or extra performers, as the case may be, than the terms and provisions herein specified shall be deemed so modified.

## **4. DEFINITIONS**

The Producers signatory hereto and the Union confirm their mutual understanding and agreement that the term "commercials" as used herein and in all prior agreements between the parties, means and includes, and has always meant and included, motion pictures whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination of the foregoing, or any other means, methods or devices now used or which may hereafter be adopted. The foregoing provision shall be binding upon advertising agencies signatory hereto or to Letters of Adherence referred to in Section 56, Letters of Adherence, except only with respect to commercials made by means of electronic tape or any other electronic device produced for such advertising agencies by television stations or television networks using broadcasting studio facilities of such television stations or television networks.

Commercials are short advertising or commercial messages made as motion pictures, 3 minutes or less in length, and intended for showing over television. Advertising or commercial messages include any narration, dialogue, songs, jingles or other matter which depict or mention the advertiser's name, product or service. They include program openings and closings which mention the advertiser's name, product or service. Advertising and commercial messages over 3 minutes in length shall be subject to separate negotiations between the Union and Producer.

The term "commercials" also includes short advertising messages intended for showing on the Internet which would be treated as commercials if broadcast on television and which are capable of being used on television in the same form as on the Internet. If a dispute arises as to whether material used on the Internet qualifies as a commercial, as defined above, either party may submit the dispute to a joint committee established by the Joint Policy Committee and the Union. The joint committee shall consist of an equal number of persons appointed by the Joint Policy Committee and by the Union. If the joint committee fails to resolve the dispute within thirty days, either party may submit the dispute to arbitration.

## **5. SCOPE OF CONTRACT**

### **A. Principal Performers**

- 1. The terms and conditions of this Contract apply to commercials produced by Producer in the United States, which includes its commonwealths, territories and possessions, and to commercials for which

Producer engages principal performers within such territorial areas wherever such commercials are made.

2. The showing of commercials anywhere within the United States, its commonwealths, territories and possessions, Canada and Mexico, shall be included in determining use fees.
3. The parties to this Contract agree that every effort will be made to encourage advertisers to produce commercials as defined in Section 4 within the geographic scope of this Contract. As part of this objective, Producers agree that they will not produce commercials outside the geographic scope of this Contract engaging entirely non-union principal performers primarily for reasons of economy or economic advantages in the engagement of principal performers.

On request, Producer will supply the Union with complete records and reports of commercials which were made outside the geographic scope of this Contract. In the event such material discloses production outside the geographic scope of this Contract in violation of the intent and spirit of Section 5 A 3, the Union may require advance notice of all future production outside of the geographic scope of this Contract.

#### **B. Extra Performers**

The terms and conditions of Schedule D – Extra Performers, of this Contract apply to commercials produced by Producer only in the extra zones defined in Schedule D for which Producer engages extra performers within such extra zones.

### **6. PERSONS COVERED — PRINCIPAL PERFORMERS**

The following classifications of persons are included in the term “principal performer” and are covered by this Contract:

- A. Anyone who is seen and who speaks a line or lines of dialogue, whether directly employed for such work or after being hired as an extra performer, as provided in paragraph 26 of Schedule A of the Producer-Screen Actors Guild Codified Basic Agreement of 1992;
- B. Anyone whose face appears silent, alone in a stationary camera shot, and is identified with the product or service;
- C. Anyone whose face appears silent and is identifiable and whose foreground performance demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message;

Persons appearing in the foreground solely as atmosphere and not otherwise covered by the foregoing shall be deemed extra performers;

- D. Notwithstanding any of the provisions of subsections A, B or C hereof, anyone who is the subject of a closeup and who is identifiable shall be deemed a “principal performer.” A “closeup” is defined as that term is understood in motion picture photography;
- E. Clowns in proprietary makeup which is identifiable are included in the term “principal performer” if their foreground performance demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message;
- F. Stunt performers are included in the term “principal performer” if they perform an identifiable stunt which demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message. Stunt performers need not be identifiable per se; only the stunt performed need be identifiable;

A vehicle driver is included in the term “principal performer” if such driver satisfies the Stunt Driving Guidelines set forth in subsection 9 of Section EE of Working Conditions (Schedule A, Part I);

- G. Specialty dancers and specialty acts are included in the term “principal performer” if the requirements of this Section 6 are otherwise fulfilled;
- H. Anyone whose voice is used off-camera except “omnies.” “Omnies” are defined as atmospheric words or sounds uttered by anyone;
- I. Persons appearing in “stop action,” “squeeze action” or still photographs as defined in and subject to the limitations of Section 7, Still Photographs;
- J. Performers operating hand, stick or string manipulated puppets or marionettes. Such performers shall be compensated as on-camera principal performers for their services in making any commercial and for the use of any commercial utilizing their services;
- K. Pilots of any type of aircraft, including airships, gliders and balloons, are included in the term “principal performer” if, at the direction of Producer, their flying or taxiing demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message;
- L. A featured foreground performance by specialty acts, specialty dancers or stunt performers in a commercial shall be covered for all purposes, including residuals, whether or not their performance demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message;
- M. Anyone who speaks lines or performs a stunt for a commercial and whose performance is not utilized in a commercial so as to qualify such person as a principal performer under the provisions of this Section 6 shall, nevertheless, receive the applicable session fee provided hereunder and all working conditions applicable to principal performers;
- N. The application of this Contract to persons fulfilling the requirements of this Section 6 is limited only by the provisions of Section 8, Waiver as to Certain Non-Professional Persons. Members of the public who appear in testimonial or hidden camera commercials, non-professionals, minors, etc., shall receive the wages, working conditions and other benefits provided by this Contract.
- O. The rates set forth herein for group performers shall also apply to group dancers who are within the jurisdiction of the Screen Actors Guild under Schedule D of this Contract.

(See Agreed Interpretation 13, page 148.)

## **7. STILL PHOTOGRAPHS**

Persons appearing in television commercials in “stop action” photographs, “squeeze action” photographs or in photographs involving similar techniques or results and persons appearing in television commercials in still photographs made for any advertising purpose, which photographs as used in the commercial would bring such persons within the definition of the term “principal performer” as provided in Section 6, Persons Covered, shall be entitled to sums equal to session and use fees as provided herein.

However, the following types of uses of still photographs are not covered by this Contract:

- A. Photographs which appear in a casual leafing through an album, book, magazine or newspaper;
- B. Photographs of trademarks and service marks (registered and unregistered);
- C. Photographs of packaging and labeling;

- D. Actual print where a photograph appears incidentally and is not highlighted or featured;
- E. Billboards, displays and point-of-sale items which appear incidentally and are not highlighted or featured;
- F. Atmosphere photographs, pictures and likenesses used as incidental props, provided the person shown is not well known or prominent;
- G. News photographs.

It is the intent and spirit of this provision that still photography used in television 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 in television commercials.

## **8. WAIVER AS TO CERTAIN NON-PROFESSIONAL PERSONS**

### **A. Principal Performers**

The Union waives the application of this Contract to actual employees of the advertiser who are regularly employed and who are not professional entertainers who engage in entertainment or motion picture work regularly when they are photographed at their usual place of business in the course of their usual employment. The application of the Contract is not waived, however, with respect to those persons who render services for the advertiser in the regular course of his/her business, which services by their very nature are services normally rendered under and covered by this Contract; for example, fashion modeling. The Union also waives the application of this Contract to executive officers of companies delivering institutional messages as that term is understood in the Industry.

### **B. Extra Performers**

See Schedule D II 2.

## **II. PRODUCTION**

### **9. ENGAGEMENT OF PRINCIPAL PERFORMERS**

- A. A principal performer or his/her representative shall be informed, at the time he/she is auditioned or interviewed for a job and at the time of hiring, whether he/she is to be employed as a principal performer or as an extra performer.

A principal performer or his/her representative shall be informed at the time he/she is auditioned or interviewed for a job and at the time of hiring if he/she is to be employed in the production of a 15-second or 10-second commercial.

When more than one principal performer is or will be engaged for the same role, the principal performer shall be so notified at the time of his/her audition or interview and at the time of hiring.

Producer may not request a Performer's agreement to the terms and conditions of employment prior to the time of hiring. Producer shall have the right to state at any time Producer's intent with respect to the terms and conditions of employment.

Performers who do not intend to accept such terms and conditions shall have the right to audition and negotiate for better terms and conditions at the time of hiring.

Any statement of the Producer's intention must include with equal prominence the statement of the Performer's rights as stated above.

- B. A Standard Employment Contract in the form of EXHIBIT A-1 to this Contract shall be used for all engagements of scale principal performers. No changes, alterations or additions may be made in such form except such changes as are more favorable to the principal performer and as to which changes both principal performer and Producer's representative have given written approval on the contract. If notification has been given at the time of hiring, that minimum scale and all provisions of the Standard Employment Contract apply, and if the principal performer has assented, the principal performer may not thereafter negotiate changes or strike any of the standard contract provisions. It shall be the responsibility of Producer to fill in all blanks in such contract before it is signed by the principal performer. Any additional terms for an overscale contract must be separately set forth in the place provided and initialed by the principal performer. Stunt adjustments, if any, shall be noted under "Special Provisions" on the Standard Employment Contract Form.

The employment contract shall be submitted to the principal performer within a reasonable time prior to production to afford the performer an opportunity to consult with his/her representative or Union before signing the contract.

The contract shall be executed prior to production and a copy thereof given principal performer.

Submitting a blank contract shall be deemed a failure to provide a contract.

In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in an amount equal to a scale session fee shall be payable to the Union.

With respect to group singers, contract requirements may be deemed fulfilled, if Producer so elects, by the use of Member Reports in the form provided herein as EXHIBIT D.

Upon written request of the Union, a copy of all employment contracts shall be filed with the appropriate Screen Actors Guild office.

With respect to any aspect of the creation or production of a music track, any individual who does not render services covered by this Contract shall not be entitled to any of the benefits provided for herein including without limitation, those referred to in Section 46, Contributions to Pension and Health Plans.

- C. If a person is employed by a Producer in a commercial and is not given a contract at or prior to the commencement of services in the commercial and a controversy arises between Producer and principal performer as to whether the principal performer was employed as a principal performer or as an extra performer, it shall be presumed that the person was employed as a principal performer. If such controversy is not resolved, it shall be subject to arbitration.
- D. The Union shall have the right at any time to examine all contracts and contract forms, including additions and riders attached thereto or used in connection therewith by any Producer, to determine whether the provisions of this Contract are being complied with.
- E. There shall be attached to all standard employment contract forms (EXHIBIT A-1) a W-4 form to be signed by principal performer for delivery to Producer.
- F. If commercial copy is to be memorized by the principal performer, whenever possible, it shall be provided twenty-four hours in advance of performance.
- G. At the time of engagement, singers and dancers engaged under this Contract must be notified as to whether they are being engaged as a solo or duo or group, and, if as a group, the size of the group must be specified. If principal performers are engaged to speak in unison only (group speakers), they must likewise be notified of the size of the group.
- H. Principal performer or his/her representative shall be notified in advance of employment of any hazardous work, stunts, work with animals, or strenuous and repetitive physical activity.

(See Agreed Interpretation 17, page 148).

## **10. INTENDED USE NOTICE**

A principal performer or his/her representative will be informed at the time of the audition or interview and at the time of hiring, of the intended initial class and scope of use of the commercial. In the case of a test or test market commercial, Producer must advise principal performer of such anticipated use at the time of audition as well as engagement.

## **11. WORKING CONDITIONS**

### **A. Principal Performers**

SCHEDULE A — WORKING CONDITIONS hereto attached shall be deemed incorporated herein and made a part hereof as to all principal performers covered hereby. (Commencing on Page 77).

### **B. Extra Performers**

Working conditions for extra performers are contained in Schedule D, Section 17. (Commencing on Page 126).

## **12. UNION SECURITY**

### **A. Principal Performers**

Part I of Schedule B providing for Union Security is by this reference incorporated herein and made a part hereof as to all principal performers covered hereby. (Commencing on Page 101).

### **B. Extra Performers**

Union Security Provisions pertaining to extra performers are contained in Schedule D, Section 18. (Commencing on Page 143).

## **13. PROFESSIONAL RECOGNITION — PREFERENCE OF EMPLOYMENT**

### **A. Principal Performers**

The provisions of Part II of Schedule B hereof entitled “Professional Recognition — Preference of Employment — Principal Performers” are by this reference incorporated herein and made a part hereof as to all principal performers covered hereby. (Commencing on Page 103).

### **B. Extra Performers**

Preference of Employment provisions pertaining to extra performers are contained in Schedule D, Section 19. (Commencing on Page 145.)

## **14. POLICY OF NONDISCRIMINATION AND AFFIRMATIVE ACTION/DIVERSITY**

A. The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of principal performers and extra performers (“performers”) on the basis of sex, race, color, creed, national origin, age, disability, or sexual orientation, in accordance with applicable State and Federal law, nor shall any inquiry be made with respect to a performer’s marital status, sexual orientation, national origin, age, creed or disability.



- B. Producer shall cast performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives.

In furtherance of the foregoing, the Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, performers with disabilities and seniors.

- C. Consistent with the foregoing, best efforts shall be made to seek out and include women, minorities, performers with disabilities and seniors in the casting of commercials thereby creating fair, equal and nonstereotyped employment opportunities. When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify the Union of such specifications so that performers with the same disability may be informed and given the opportunity to audition for the role starting with the first audition. Producer agrees to equal employment opportunities (including auditions) for women and men for off-camera roles having due regard for the requirements of and suitability for such roles.
- D. When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional non-discriminatory basis.

Producer shall make every effort to cast performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, e.g., crutches, prostheses, etc. The Union's skills and talent bank is a resource that can be utilized in ascertaining the availability of such performers.

Where the stunt performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific or Native American and the race and/or sex of the double are also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved. Producer reaffirms that this Section 14 prohibits the practice commonly referred to as "painting down".

The stunt coordinator shall make every effort to identify and recruit qualified minority and female stunt performers and qualified stunt performers with disabilities prior to the commencement of production.

- E. In accordance with the foregoing policy, the Union reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership.
- F. The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.
- G. Producer shall not use any information contained on INS Form I-9 to discriminate against any performer on the basis of sex, race, age or national origin in violation of this Contract or law.

To that end, INS Form I-9 information which is protected by equal employment laws or by this Contract shall be maintained in confidence.

The parties agree further that the Standing Committee shall meet to establish mutually acceptable Immigration Reform and Control Act verification procedures which will maintain such confidentiality.

- H. Disputes relating to provisions of this Section 14 shall be referred to the Industry-Union Standing Committee and unless resolved by the Standing Committee within 90 days of the date of the Standing Committee's meeting, the dispute shall be arbitrable.

- I. The conditions under which reports provided under subsection A of this Section 14 may be utilized are as follows:
1. The Union and the Producer hereby expressly agree that they will keep the information generated by the reporting procedure confidential, except where disclosure is required by law or is requested informally by a state, local or federal government human rights or equal opportunity agency pursuant to an investigation. In such cases the Union or Producer shall, prior to disclosure, notify the Industry-Union Standing Committee of such proposed disclosure and provide a copy of the information proposed to be disclosed to the members of the Standing Committee. In addition, where disclosure is required by law, the Union or Producer shall request protective orders protecting as broadly as reasonably feasible the confidentiality of the information disclosed, and where such information is provided informally pursuant to a request by a state, local or federal government human rights or equal employment opportunity agency in connection with an investigation, the Union and the Producer shall request that such agency accord the information provided the broadest degree of confidentiality reasonably feasible.
  2. Upon reasonable notice, the Union or Producer may request that the Industry-Union Standing Committee be convened to discuss any matter relating to the policy of nondiscrimination, the production of information provided for herein or the results of such production of information and the confidentiality provisions of paragraph 1 of this subsection I. If the Union requests such a meeting of the Standing Committee with respect to a particular advertiser or advertising agency, the Union shall specify in advance of the meeting the advertiser or advertising agency involved and the information with respect to such advertiser or advertising agency that it proposes to discuss. The Industry representatives on the Standing Committee shall then invite such advertiser or advertising agency to attend such meeting. Such advertiser or advertising agency may either attend such meeting or respond in any other manner it deems appropriate. Except as provided hereafter, information generated by the Standing Committee and any action or agreements resulting from the submission to the Standing Committee shall be subject to the confidentiality provisions of this subsection I.
  3. (a) If, within ninety (90) days after presentation to the Standing Committee under section 14 F, any complaint regarding nondiscrimination and affirmative action remains unresolved, the Union, represented by its National Executive Director or Associate National Executive Director, may request a meeting with an individual Producer on at least ten (10) days written notice to the Producer and simultaneously to a representative of the Joint Policy Committee. Such notice shall state with particularity the nature of the complaint involved and any information, including statistical information, that the Union possesses supporting such complaint. At the same time, the Union may request the Producer to provide the Union reasonable information relevant to the Union's complaint.
  - (b) If the Producer is represented by the Joint Policy Committee, a representative of such Committee shall attend such meeting. The Producer shall participate in such meeting and shall include persons with appropriate executive authority with respect to issues involving nondiscrimination and affirmative action. Within thirty (30) days after the conclusion of such meeting, the Union and the Producer shall either jointly or separately report in writing to each other, with a copy to the representative of the Joint Policy Committee, their conclusion(s) with respect to the meeting, including any specific plan and programs that Producer and/or Union may believe to be necessary to comply with this Section of the Contract.
  - (c) If the Union maintains that the Producer has failed to make good faith efforts to address the issues involved in the complaint within six (6) months after such meeting (or within such other time period as may be agreed upon at the meeting specified in paragraph 2 above), the Union shall again meet on ten (10) days notice with the Producer and a representative of the Joint Policy Committee. Thereafter, if the Union is able to demonstrate that the Producer has not made good faith efforts in this regard, and the Union has determined in good faith that it would be appropriate to publicly release statistics and data in possession of the Union relating to the employment practices of the Producer, the Union shall disclose in writing to the Producer and a

representative of the Joint Policy Committee, the precise statistics and data it intends to publicly release. If within fourteen (14) days after such disclosure, the matter cannot be resolved, the Union may publicly release only the statistics and data referred to in the preceding sentence, and shall, simultaneously with the public release, provide the Producer and a representative of the Joint Policy Committee a copy of such release and state the extent of distribution of such release. There shall be no public disclosure of any such statistics or data without compliance with the foregoing steps of this subsection I.

- (d) For Producers not represented by the Joint Policy Committee, the above procedure shall apply, except that a representative of the Joint Policy Committee shall not be involved, unless it elects to be involved, and the Producer so agrees.

- 4. Notwithstanding the foregoing, the Union may disclose, publicize or otherwise use industry-wide statistics as distinguished from statistics relating to any individual producer.

NOTE: With respect to implementation of this Policy of Nondiscrimination and Affirmative Action, see also Schedule A I, Sections HH & KK, and for extra performers, Schedule D, Section 17, subsections U and V.

## **15. INDEPENDENT CASTING AGENCIES**

The Producer concurs with the Union's desire to require independent casting agencies to treat Union members in a manner befitting their professional standing and as a matter of policy will not use the services of independent casting services who do not regularly operate from a bona fide business office with regular business hours and adequate telephone service.

Producer agrees to give written notice to its casting employees and the Joint Policy Committee agrees to give written notice to independent casting agencies (the names of which shall be provided by the Union) that the following are prohibited practices:

- 1. A casting director shall not attend or lend his/her name to any acting school, workshop, seminar or like programs which the casting director knows either expressly or by implication promises a performer a guarantee of employment in exchange for his/her attendance at such program.
- 2. A casting director shall not attend or lend his/her name to any acting school, workshop, seminar or like programs which the casting director knows advertises the specific role(s) or commercial(s) for which the casting director is currently casting.
- 3. A casting director is prohibited from accepting any fee from a performer in exchange for selection for a specific role or for viewing a performer's showcase performance.

## **16. EXCLUSIVITY**

- A. The exclusivity to which scale principal performers may agree shall be limited to an agreement not to accept employment in commercials advertising any competitive product or service. Principal performer may agree not to accept employment in commercials advertising noncompetitive products or services for payment of not less than the following rates of compensation:

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|--|---|
| 1. One to three noncompetitive products or services                              | 150% of minimum compensation for session and use. |
| 2. Four or more noncompetitive products or services but not complete exclusivity | 200% of minimum compensation for session and use. |

Only a principal performer who has entered into a term contract to perform services on a continuing basis for a guaranteed amount may agree to grant complete exclusivity. The contract or memorandum thereof

shall be submitted to the Union for its consent to the granting of complete exclusivity, the granting of which consent shall not be unreasonably withheld or delayed.

- B. A product or service shall not be deemed competitive with another product or service solely because both are made or offered by the same advertiser, nor shall a product or service be deemed competitive with another product or service merely because it is manufactured or offered by another advertiser competitive in some other product or service area.
- C. Exclusivity may not be required of principal performers engaged to portray nonidentifiable voices (disguised voices, dialects, cartoon voices, etc.) or for lip sync.
- D. No exclusivity agreement may be made which extends beyond the maximum period of use provided in Section 30, Maximum Period of Use of Commercials, subject to the provisions for renewals thereof.
- E. Principal performers shall not be required to grant warranties or exclusivity of any kind with respect to any work performed or to be performed in other commercials as an extra performer, nor may any principal performer be required to grant any warranties with respect to any commercial, except within the area of exclusivity permitted by subsection A hereof.
- F. No exclusivity rights may be acquired by Producer with respect to off-camera solo or duo singers or group performers, other than "name" performers or groups, unless otherwise bargained for.
- G. No exclusivity rights may be acquired by Producer with respect to principal performers who perform in Seasonal Commercials.
- H. No exclusivity rights may be acquired by Producer with respect to nonidentifiable pilots.
- I. Producer and principal performer agree that exclusivity is one of the fundamental aspects of this Contract and is one of the foundations for use fees. Therefore, any breach of exclusivity by a principal performer must be considered a serious breach of his/her agreement with Producer and may lead to substantial damages being assessed against principal performer. The Union agrees that it shall be a policy of the Union to make members aware of their professional responsibility to live up to exclusivity agreements and to encourage adherence thereto.
- J. Exclusivity agreements apply with respect to employment in television commercials made under both the Screen Actors Guild's collective bargaining agreement and under the collective bargaining agreement of the American Federation of Television and Radio Artists (AFTRA).

## **17. RESTRICTIONS ON USE OF COMMERCIALS; ADDITIONAL SERVICES**

- A. The rights granted to Producer in commercials shall be limited to the right to use, distribute, reproduce and/or exhibit such commercials over television. Producer shall have the right to use the name and likeness of the principal performer and his/her acts, poses and appearances in such commercials for the purpose of publicizing the business of Producer in trade publications and in reels for nonbroadcast use provided such reels are not rented, sold or utilized as give-aways.
- B. Producer agrees that no part of the photography or sound track of a principal performer made for a commercial shall be used other than in commercials as provided hereunder without separately bargaining with the principal performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining applies to use in other commercials after the maximum period of use has expired pursuant to Section 30, Maximum Period of Use of Commercials, use in theatrical or television motion pictures or use in any other field or medium. Such separate bargaining shall take place prior to the time of such proposed use but the principal performer may not agree to such use at the time of original employment except as follows:

1. Bargaining for the right to use the principal performer's sound track in radio may take place at the time of employment, provided that additional payment is made for such use at the time of such employment.
2. Bargaining for the right to use the principal performer's photography or sound track in any other field or medium may take place at the time of employment, provided the specific nature and extent of such use is specified and proper payment is made at such time.

All such bargaining shall be subject to the minimum wages and use fees, if any, provided for in the collective bargaining agreement, if any, applicable to the field in which the photography or sound track is used. If Producer is unable to find the principal performer within a reasonable time, it shall notify the Union and, if the Union is unable to find the principal performer within a reasonable time, Producer may reuse the photography or sound track without penalty.

If Producer fails to separately bargain with the principal performer as provided above or, if Producer and the principal performer bargain but are unable to reach an agreement, Producer shall be prohibited from making such use of the material. In case of violation of the foregoing, the principal performer shall be entitled to damages for such unauthorized use equivalent to three times the amount originally paid the principal performer for the number of days of work covered by the material used. In addition, minimum use fees, if any, applicable to the field in which the material is used, shall be paid. However, the principal performer may, in lieu of accepting such damages, elect to arbitrate his/her claim or bring an individual legal action in a court of competent jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

The provisions of this subsection B shall not be applicable to unidentifiable off-camera group performers. With respect to on-camera principal performers, the provisions of this subsection B shall apply only if the principal performer is recognizable and, with respect to stunt performers, only if the stunt is identifiable.

- C. If Producer wishes to use the principal performer's sound track in a simulcast, the individual principal performer's contract shall contain a provision requiring additional compensation payable at the time of such simulcast. Such additional compensation shall be no less than the rates provided for in the applicable collective bargaining agreement for radio.
- D. No service of the principal performer is contracted for except as specified in this collective bargaining agreement. This subsection is not intended to prevent a principal performer from contracting for services of a kind not covered by this Contract by individual contract at such rates of pay and under such conditions as Producer and the principal performer shall agree, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a principal performer to include such services as a part of his/her employment under this Contract but must bargain separately for such services, including translations, if requested by the Producer and agreed to by the principal performer.

## **18. PUBLIC SERVICE ANNOUNCEMENTS/GOVERNMENT AGENCY MESSAGES**

The Union, cognizant of the importance of public service announcements and government agency messages to the welfare of our Country, will follow a liberal policy in granting waivers of additional compensation for the use of messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, non-profit public service organizations, charities and museums.

The foregoing statement of policy does not apply to the minimum fees due principal performers under Section 20, Minimum Compensation.

The Union waives the application of this Contract to persons regularly employed by and volunteers regularly serving a sponsoring organization as well as members and beneficiaries of such organization. As used herein, the term 'beneficiary' shall apply only to non-profit public service organizations and charities, and shall mean a person for

whose benefit the organization is authorized to receive and disburse funds and/or benefits in accordance with such organization's stated purposes.

In seeking a waiver under this Section, Producer shall obtain the consent of the Union before seeking the consent of the principal performer. Provided that a principal performer consents in writing to the waiver of additional compensation beyond the minimum fees due under Section 20, Minimum Compensation, the Union will grant the right to unlimited national use of the message for one year beginning not later than 15 working days after the first delivery of the public service announcement to television stations or 13 weeks after commencement of the maximum use period, whichever first occurs.

Provided a waiver for an initial one year period has been obtained pursuant to the foregoing paragraph, and provided the performer's prior written consent has been obtained and filed with the Union, the Union shall grant a waiver for additional one year use periods without additional compensation to the performer. Notwithstanding the foregoing, any individual performer shall have the right to negotiate for compensation for such extended use.

See Sideletter No. 1, page 149.

## **19. TEST MARKET AND "NON-AIR" COMMERCIALS**

### **A. Test Market Commercials**

Test Market commercials are commercials which are to be used to test the product in a market. Such commercials shall be subject to all the provisions of this Contract. If such use is intended, the principal performer shall be so notified at the time of audition or interview or, if there be none, at the time of hiring. Principal performer shall receive a contract prior to performance consenting to such use. In the event of failure to conform to the foregoing requirement, Producer shall have no right to exhibit said commercial as a Test Market commercial.

### **B. Non-Air Commercials**

1. Non-air commercials are commercials not intended for broadcast use, such as nonbroadcast audience reaction commercials, copy testing, or client demos. Such commercials shall be so designated at the time of audition or interview or, if there be none, at the time of hiring, and such commercials may be used only for such purposes and not for broadcast.

#### 2. Rates

(a) Where exclusivity is required of the principal performer, the principal performer shall be paid a full session fee for each such commercial and such commercial shall be subject to all of the provisions of this Contract, including the provisions of Section 31, Holding Fee – Fixed Cycle.

(b) Where no exclusivity is required of the principal performer, the principal performer shall be paid for each such commercial as follows:

#### *On-Camera*

All principal performers except Group Performers .....	\$401.25
Group Singers or Group Dancers 3 to 5.....	\$293.75
Group Speakers 5.....	\$293.75
Group Singers/Dancers/Speakers 6 to 8 .....	\$260.05
Group Singers/Dancers/Speakers 9 or more .....	\$215.05

On-camera principal performers engaged at the rates provided above who work in excess of 8 hours in a day shall nonetheless receive overtime as provided in Schedule A, Part I, Section B, figured on the basis of a full session fee.

#### *Off-Camera*

All principal performers, except solos, duos & group performers .....	\$201.15
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The rates and conditions for solos, duos and group performers shall be the same for recorded radio and television commercials as follows:

(i) Solos and Duos

- a) 2-hour recording session;
- b) Fee of \$155.45 per person with a maximum of 4 commercials recorded during that session;
- c) A fee of \$38.86 for each additional half-hour or additional commercial, whichever is greater;
- d) Unlimited multiple tracking will be allowed at this rate;
- e) Each sweetening track shall constitute a separate commercial;
- f) All multiple tracking and sweetening must be noted on the contract or member report.

(ii) Groups of 3 or more

- a) 2-hour recording session;
- b) Fee of \$101.65 per person with a maximum of 4 commercials recorded during that session;
- c) A fee of \$25.41 for each additional half-hour or additional commercial, whichever is greater;
- d) Unlimited multiple tracking will be allowed at this rate;
- e) Each sweetening track shall not constitute a separate commercial;
- f) All multiple tracking and sweetening must be noted on the contract (see Exhibit A-1, page 191) or member report (see Exhibit D, page 199).

(iii) In the event that the non-air commercial is accepted by the client, an effort will be made to give preference in engaging the singers on the original non-air commercial for the final commercial. Fees paid for these non-air commercials may not be credited against use fees as a broadcast commercial.

3. Such commercials may not be broadcast without the express written consent of such principal performer and bargaining for an employment contract which does not allow crediting of the fees for non-air use previously paid.

**20. MINIMUM COMPENSATION; FEES PER COMMERCIAL; SESSION FEES**

**A. On-Camera (All Principal Performers)**

1. Producer shall pay principal performers the following rates per 8-hour day which shall also constitute payment for the first commercial made for one designated advertiser:

All principal performers, except Group Performers .....	\$535.00
(Solos and Duos are included as principal performers)	
Group Singers or Group Dancers 3 to 5.....	\$391.65
Group Speakers 5.....	\$391.65
Group Singers/Dancers/Speakers 6 to 8 .....	\$346.75
Group Singers/Dancers/Speakers 9 or more .....	\$286.75

Such salary shall be deemed the principal performer’s “session fee” and overtime shall be paid on the basis thereof. Producer shall notify the principal performer upon the completion of his/her services, of the total number of commercials made in which his/her services were utilized and in addition to the initial session fee, the principal performer shall be paid an applicable additional minimum fee equivalent to a session fee for each commercial in excess of one. All such payments shall be made not later than 12 working days after the services are rendered.

EXAMPLES:

- (a) A principal performer works 3 days and appears on-camera in 2 commercials made for a designated advertiser. He/she is paid session fees of \$1,605.00 for the 3 days' services which shall also constitute payment for the 2 commercials.
- (b) A principal performer works 1 day and appears on-camera in 3 commercials for a designated advertiser. Principal performer shall be paid \$535.00, which shall constitute initial session fee as well as payment for 1 commercial and, in addition, \$1,070.00, which shall constitute payment for the 2 remaining commercials.
- (c) A principal performer works 3 days and appears on-camera in 3 commercials for a designated advertiser. On each day principal performer renders services in various segments of each of the 3 commercials. Photography is completed for all 3 commercials on the third day. Principal performer shall be paid a session fee of \$1,605.00 (3 x \$535.00) for the 3 days' services which shall also constitute session fee payments for the 3 commercials.

(See Agreed Interpretation 2, page 147.)

2. Rates set forth in paragraph 1 above and elsewhere in this Contract for on-camera group singers or group dancers shall also apply with respect to groups of five or more on-camera performers who speak, instead of sing, in unison; provided, however, that if a member of such a group speaks alone or in unison with fewer than four other performers, he/she shall be paid the principal performer's on-camera rate; provided, further, that the provisions of this paragraph shall be applicable only to performers who would not otherwise be classified as principal performers under Section 6, Persons Covered, but for the fact they speak lines as described above.
3. The crediting of session fees shall be subject to the provisions of Section 31, Holding Fee — Fixed Cycle.
4. The determination of whether or not singing constitutes a solo or duo shall depend upon the prominence and significance of the singer's performance. In any event, a group singer called on to sing five consecutive bars or more, solo or in duet, or in combination of both, shall be paid the solo or duo rate.
5. Any principal performer (including those who perform in groups as set forth in subsections A 1 and B 2) engaged to work in a television commercial shall be paid in accordance with the highest principal performer category for which the performance qualifies, notwithstanding his/her original employment category.

EXAMPLE:

Where a group singer's performance would otherwise qualify his/her performance as a principal performer in a higher payment category, such group singer shall receive compensation including use fees based on the higher category.

**B. Off-Camera (All Principal Performers)**

1. Producer shall employ the principal performer on the basis of recording sessions.

Each recording session for all off-camera principal performers shall be 2 hours in duration.

2. There shall be no limit on the number of commercials which may be made in a session for one designated advertiser. For each session or part thereof, the Producer shall pay the principal performer not less than the rates below specified, herein called "session fee," which shall also constitute payment for the first commercial made for one designated advertiser.



All principal performers except Group Performers .....	\$402.25
(Solos and Duos are included as principal performers)	
Group Singers/Speakers 3 to 5 voices .....	\$226.90
Group Singers/Speakers 6 to 8 voices .....	\$196.90
Group Singers/Speakers 9 or more voices .....	\$160.55

3. The determination of whether or not singing constitutes a solo or duo shall depend upon the prominence and significance of the singer's performance. In any event, a group singer called on to sing five consecutive bars or more, solo or in duet, or in combination of both, shall be paid the solo or duo rate.
4. The Producer shall notify the principal performer upon the completion of his/her services of the total number of commercials made in which his/her services were utilized and, in addition to the session fee the principal performer shall be paid an amount not less than the applicable session fee for each such commercial in excess of one. All such payments shall be made not later than 12 working days after the services were rendered.
5. Any principal performer (including those who perform in groups as set forth in subsections A 1 and B 2) engaged to work in a television commercial shall be paid in accordance with the highest principal performer category for which the performance qualifies, notwithstanding his/her original employment category.

**EXAMPLE:**

Where a group singer's performance would otherwise qualify his/her performance as a principal performer in a higher payment category, such group singer shall receive compensation including use fees based on the higher category.

6. The crediting of session fees shall be subject to the provisions of Section 31, Holding Fee — Fixed Cycle.
7. The rates set forth above and elsewhere within this Contract for off-camera group singers shall also apply with respect to groups of off-camera performers who speak, instead of sing, in unison; provided, however, that if a member of a group speaks alone or in unison with one other performer, he/she shall be paid the applicable principal performer rate.

**C. Pilots**

1. Studio rate.....\$633.60
2. Location rate (including taxiing or flying).....\$824.00

**D. Extra Performers**

See Schedule D, Section 6.

**E. Joint Promotions**

Where a commercial is a joint promotion by more than one advertiser and features or highlights more than one product or service, the principal performer(s) involved in such commercial shall be paid not less than scale plus 50% for session only. The additional 50% may not be credited against use fees or any other fees due under this Contract. Unless Producer pays principal performer for additional exclusivity in accordance with the provisions of Section 16 A, Exclusivity, the Producer shall be entitled to principal performer's exclusivity for one product or service only.

## **F. Alternate Scenes or Lines**

### **1. Legal or Continuity Requirements**

- (a) Notwithstanding anything contained in this Section 20 to the contrary, alternate scenes photographed or lines recorded for legal or continuity clearance reasons for a specific single commercial during a session, whether or not pre-scripted, shall not be considered new or additional commercials for purposes of session fee payments subject to the conditions set forth in Paragraph 3, below.
- (b) When the alternate scenes or lines are incorporated into a commercial which constitutes a new or additional commercial under the provisions of Section 26, Editing of Commercials:
  - (i) if such commercial is telecast within 26 weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equivalent to a session fee, which may be credited against use, shall be paid to each principal performer in that commercial;
  - (ii) if such commercial is telecast more than 26 weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equivalent to 2 session fees, one of which may be credited against use, shall be paid to each principal performer in the commercial.
- (c) When the alternate scenes or lines are incorporated into a commercial which does not constitute a new or additional commercial under the provisions of Section 26, Editing of Commercials:
  - (i) if such commercial is telecast within 26 weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equivalent to a session fee, which may not be credited against use, shall be paid to each principal performer directly involved in making the alternate scenes or lines so used;
  - (ii) if such commercial is telecast more than 26 weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equivalent to 2 session fees, neither of which may be credited against use, shall be paid to each principal performer directly involved in making the alternate scenes or lines so used.

### **2. Other Permitted Changes**

- (a) Producer shall pay each principal performer a single additional session fee if Producer requires principal performer to perform on or off-camera in alternate scenes or lines, whether or not pre-scripted, and which are photographed or recorded for other than legal or continuity clearance reasons or because of Directorial Changes as set forth in Agreed Interpretations. All performers in the original scene must remain in the same performer category in the alternate scenes (for example, the performer cannot be downgraded or outgraded during the filming or recording process). Such changes are subject to the conditions set forth in Paragraph 3, below.
- (b) If Producer incorporates any such alternate scenes or lines into subsequent broadcast versions of the original commercial, Producer shall pay full residuals to all performers for the use of the original commercial and for all other new or additional commercials created by such changes. The definition of a new or additional commercial remains subject to the editing provisions of Section 26.
- (c) No part of the additional session fee paid pursuant to this subsection may be credited against any use fees which may be come due.

- (d) Such alternate scenes or lines may not be used to create a shorter or longer version, except as otherwise permitted by Section 26.

EXAMPLES:

1. A commercial for Sam's Place Casino in Nevada includes one scene in which a performer is standing next to a slot machine saying, "I feel lucky today!"
  - (a) Permitted change under this provision: the performer is filmed, standing next to the slot machine, saying, "I'm gonna win!"
  - (b) Not a permitted change under this provision: the performer is filmed standing at the bar, saying, "I'm gonna win!"
2. A commercial for a shoe store includes a scene in which a performer is modeling red sneakers and posing like a tennis player.
  - (a) Permitted change under this provision: the performer films an alternate scene in which the performer is wearing the same sneakers in blue and swinging a baseball bat.
  - (b) Not a permitted change under this provision: the performer is filmed wearing completely different sneakers and swinging a baseball bat.
3. Conditions Applicable to Changes Made Pursuant to Paragraphs 1 and 2 Above
  - (a) Such changes are variations in dialogue or action within the basic theme, creative concept and background as indicated by the specific script or storyboard;
  - (b) Such changes are within the principal performer's role in the commercial;
  - (c) The definition of a new or additional commercial remains subject to the editing provisions of Section 26, Editing of Commercials, for the purpose of computing use payments for commercials in which such alternate scenes and lines were used; and
  - (d) The maximum period of use of any commercial into which the alternate scenes or lines are incorporated shall be limited to the same period during which the basic commercial may be used as provided in Section 30, Maximum Period of Use.

**G. Directorial Changes**

(See Agreed Interpretation 12, page 148).

**21. DOUBLING — DUBBING**

**A. Doubling**

1. When a principal performer doubles, in or out of category, he/she shall be paid not less than the applicable session fee plus use fees for each additional voice or part, except when a principal performer does such doubling as part of his/her role or as part of an act.

(See Agreed Interpretation 5, page 147).

With respect to any given commercial, any singer who performs as a member of a group of three or more singers on one track of a multitrack recording and as a solo or duo on a separate track shall be paid the full applicable fee for each such track.

EXAMPLE 1:

A group of 5 singers sing on track #1 of a multitrack recording. Two of the singers also sing as a duo on another track of the multitrack recording. The singers who sing on both tracks receive one fee as group 3 – 5 singers and an additional fee as duo singers. The other 3 singers receive the group 3 – 5 rate.

EXAMPLE 2:

A group of 4 singers sing on track #1 and during the musical selection 2 singers step out and sing as a duo still on track #1. The singers who step out are paid as a duo and the remaining 2 singers are paid the group 3 – 5 rates.

2. In the case of a commercial jingle only, when a singer in the jingle speaks, instead of sings, a very few words in connection with the jingle itself, the singer shall be paid the highest applicable fee for such performance. The Union, upon request, shall be furnished copies of all continuity containing this type of performance to determine whether or not the full additional applicable fee should be paid to the singer. Participation in group noises shall not be considered a double and is permissible without additional compensation.

**B. Dubbing**

Producer agrees that it will not “dub” the voice of an on-camera principal performer without his/her written consent, except that Producer shall have the right to dub under the following circumstances:

1. When necessary to expeditiously meet the requirements of foreign exhibition or domestic exhibition in a foreign language;
2. When the principal performer is not available; or
3. When the principal performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the principal performer;
4. When the principal performer is physically unable to speak.

Principal performer agrees that under any of the conditions set forth above, Producer shall have the right to dub the voice of the principal performer and all instrumental, musical and other sound effects to be produced by the principal performer to such extent as may be required by Producer.

**22. SINGERS**

**A. Multiple Tracking and Sweetening**

1. Definitions
  - (a) Multiple Tracking - Rerecording over the original track or adding additional track, electronically or mechanically, containing the same material as recorded on the original track.
  - (b) Sweetening - The addition of a new or variant track over the original track.

2. Rates

*Multiple Tracking*

*Sweetening*

Solo & Duo	An additional 50% of the original fee for unlimited multiple tracking	An additional 100% of the original fee for each additional track
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For groups of 3 or more, an additional 50% of the original fee covers multiple tracking or sweetening or both, without limit as to the number of tracks per commercial.

Upgrading and use fees shall also be increased by the applicable percentage set forth above for each additional track. For purposes of this subsection B, the “original fee” shall exclude the contractor’s fee.

3. Singer’s Member Report

The singer member report, Exhibit D, Member – Contractor Standard Report Form, shall contain information as to whether multiple tracking, sweetening, live or mechanical, did or did not occur. If such information is not provided, the appropriate multiple tracking or sweetening fee will be automatically due and payable.

**B. Singer’s Services to be Certified**

With respect to each singer track utilized in a commercial, Producer shall require the music supplier to provide a certification for the benefit of the SAG-Producers Pension & Health Plans that the singers listed as having rendered services on the track did, in fact, perform services and that such services are included in the final track furnished to Producer. Producer shall also require the music supplier to acknowledge that the inclusion on a final singer list of the name of any person who did not actually perform bona fide services covered by this Contract constitutes a fraudulent act for which the music supplier shall be held responsible for all damages suffered by the Plans. To implement the foregoing, the Member-Contractor Report Form (Exhibit D) shall contain the following at the bottom of each form:

“The undersigned certifies that the foregoing information is true.

\_\_\_\_\_  
Employer or Representative of Employer”

**23. CONTRACTORS**

A contractor shall be employed when singers in a group of 3 or more are to be employed. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor’s singing services.

Fees for contractors are as follows:

When 3 to 8 singers are employed.....	\$ 85.75
When 9 or more singers are employed .....	\$169.15

Such fees shall be added to session fees but shall not be credited against use fees nor shall use fees be payable on such fees. No fees shall be payable to a contractor in the case of a previously recorded track used in subsequent commercials.

Group Dancers — When any member of a dancing group of 3 or more is requested to give any additional services, such as contacting dancers, arranging choreography for the same commercial, arranging rehearsals, or any other similar or supervisory duties, such person shall be paid at least an additional full applicable session fee.

Such fees shall be added to session fees but shall not be credited against use fees nor shall use fees be payable on such fees.

## **24. UNION STANDARDS**

### **A. Principal Performers**

1. A Producer will not either engage in the production of a commercial or any part thereof (including film footage or sound track) as to which one or more principal performers is employed by a person not signatory to this Contract or a Letter of Adherence hereto (a "nonsignatory") or acquire a commercial or any such part thereof as to which one or more principal performers was employed by a nonsignatory, unless, in each case, the Producer determines, after reasonable investigation, that such principal performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in this Contract or (2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such nonsignatory. In the event the commercial is a non-air commercial, the Producer shall, upon written request from the Union, report to the Union the name of such nonsignatory, the number of commercials, copy tests and client demos to be recorded and other pertinent data to enable the Union to administer this Contract.
2. If Producer obtains an agreement substantially in the form below from such nonsignatory, Producer shall be deemed to have observed the provisions of subsection A of this Section 24.

"It is hereby agreed by \_\_\_\_\_  
(name of nonsignatory employer)

that all principal performers as defined in the Screen Actors Guild 2003 Commercials Contract shall be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Contract, or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to \_\_\_\_\_."  
(name of nonsignatory employer)

3. In addition to any other remedies at law or under this Contract, the Union reserves the right to terminate the Letter of Adherence of any Producer who fails to observe the provisions of subsection A of this Section 24, unless such failure is isolated or inadvertent.
4. The parties to this Contract acknowledge and agree that the purpose and intent of this Section 24 is to ensure that no Producer will be economically motivated to have a commercial or any such part thereof produced by, or to acquire a commercial or any such part thereof from, a nonsignatory which incurs economic costs with respect to the employment of principal performers on such commercial or part thereof which are not substantially equivalent to the economic costs which would have been incurred by the Producer had it employed such principal performers. This Section 24 shall be construed and enforced in accordance with such purpose and intent.

### **B. Extra Performers**

The provisions of subsection A shall apply with respect to extra performers engaged in accordance with the terms of Schedule D.

## **25. INTEGRATING OF COMMERCIALS INTO DIFFERENT COMMERCIALS**

### **A. Principal Performers**

Subject to the provisions of the immediately following paragraph of this Section 25 and the provisions of Section 26, Editing of Commercials, whenever photography or sound track made for a commercial is

integrated into another commercial, any principal performer involved in that portion of the original commercial integrated shall be entitled to receive applicable use payments for the use of such resulting commercial if his/her face appears in the resulting commercial as exhibited, as well as for the original commercial if used. Such commercials shall also be subject to the holding fee provisions of Section 31, Holding Fee — Fixed Cycle.

If, however, the portion of the original commercial integrated into the new commercial contains the on-camera performance of a principal performer hired for the original commercial, but that performance can be downgraded in accordance with Section 27, then that performer shall be entitled to receive an amount equal to two session fees. Thereafter no payment is due such performer for any subsequent use of that footage.

(See Agreed Interpretation 3, page 147.)

#### **B. Extra Performers**

See Schedule D, Section 9.

## **26. EDITING OF COMMERCIALS**

The following alterations only may be made in a commercial without changing it into a new or additional commercial, provided the principal performer shall be paid the applicable use payments as long as such commercial is used:

#### **A. Shorter/Longer Versions**

Producer may edit a commercial to make a single additional version of the same commercial, either shorter or longer, and may record a sound track to fit such additional version, provided that the sound track for such version must be the same except for such changes as are required for timing and synchronization. Principal performers shall be paid an additional session fee for recording such an additional sound track, which fee may not be credited against use fees.

The provisions of this subsection A permit mechanical editing of on-camera material only. In the event a principal performer is required to perform on-camera in shorter or longer versions of the original commercial, such versions shall be deemed to be additional commercials which shall require payment of an additional session fee and applicable use fees for each such additional commercial for each such principal performer. Other principal performers appearing in such additional commercials shall be paid applicable use fees for each such additional commercial.

(See Agreed Interpretation 10, page 148.)

If different versions of a commercial are photographed or are recorded off-camera, they shall not be deemed edited versions and shall in all cases be deemed separate commercials. The only exception to the foregoing shall be the sound track made to fit the timing and synchronization of a single mechanically edited commercial.

#### **B. Dealer Identification**

Separate and different dealer identification for the same product or service may be included in the beginning and/or end and/or in the body of a commercial for the same advertiser. For example, a commercial advertising a specific perfume may be changed to designate the different dealers in different localities where such perfume may be purchased.

**C. Introduction and Ending Changes; Package Changes**

The introduction and/or ending of a commercial made for a designated advertiser may be changed, without changing the body (either the on-camera or the off-camera portion) as long as the products advertised are of the same type and class and are advertised under the same brand name. Without in any way changing the meaning of this subsection C, the following interpretations are agreed upon for illustrative purposes only:

1. The term “ending” means “tag” as that term is customarily used in the Industry, i.e., a short appendage to the body of a commercial. The term “introduction” shall mean the equivalent of a “tag” in the opening of a commercial.
2. Under “same type and class” of products, toothpaste and toothpowder would be considered as belonging to the same type and class; toothpaste and hair tonic would not. Canned corn and canned peas would be considered as belonging to the same type and class; canned peas and canned chicken would not.
3. Under “same brand name,” different packaging of the same product would be considered as proper.
4. Notwithstanding any other provision of this Section 26, changes may be made in the introduction, body or ending of a commercial made for a designated advertiser only to reflect a different package of the same product sold under the same brand name, but different versions so created may not be used in the same market area. Separate session fees shall be payable to on-and off-camera principal performers employed to render services in making such package changes; but for the purpose of use fees such commercial, including the package change, shall be considered as one commercial. It is the intention of this paragraph to permit changes to reflect the change in packaging only and not to permit any other change in the commercial message.

**D. Legal Changes**

The on-and off-camera message(s) of a commercial made for a designated advertiser may be changed to comply with legal requirements.

**E. Payment for Dealer Identifications, Tags and Legal Changes**

When a principal performer is called for the sole purpose of making dealer identifications or tags under subsections B or C hereof, or changes under subsection D hereof, he/she shall be paid a session fee, and the following rates for each dealer identification, tag or change made beyond one:

<u>No. of Tags</u>	<u>On-Camera</u>	<u>Off-Camera</u>
2 – 25	\$157.90	\$119.65
26 – 50	\$88.10	\$66.40
51+	\$48.25	\$36.20

Use fees shall, however, be payable on the basis of one commercial.

(See Agreed Interpretation 14, page 148.)

**F. Off-Camera Message**

The off-camera message of a commercial made for a designated advertiser may be changed and the commercial as so revised may be substituted for the original commercial during a particular cycle provided the original commercial is withdrawn from further use during such cycle.



## **G. Rearrangement of On-Camera Material**

The on-camera portion of a commercial made for a designated advertiser may be re-edited or rearranged as long as no substantial change is made in the material, provided that the commercial in its original form is thereupon withdrawn. This provision shall not be construed so as to permit the introduction of any new material into the commercial provided, however, that a different package shot or a different product shot of the same product shall not be considered new material. In the event new material is used, the commercial created shall be deemed a new commercial.

## **H. Recalls/Retakes**

Prior to first telecasting of commercials made for a particular advertiser, principal performer may be recalled for one session fee to make reasonable changes and corrections in existing sound track or to make changes or corrections in photography in the nature of retakes. Subsequent calls for such purpose will require separate applicable payment for each commercial in connection with which such services are rendered. In no event may any fees payable under these provisions be credited against any other compensation due principal performer.

## **I. Factual Information**

Commercials advertising products and/or services that require different and specific factual information with respect to destinations, local points and times of departure, frequency of service, telephone numbers, rates, pricing, geographic availability and dates (but only when a date is with reference to any of the items of factual information permitted above), may be changed to reflect this information without such changed commercials being deemed new commercials for use purposes. Such changes may be effected by inserting new on-camera and/or off-camera elements which set forth only such different facts. Such new elements shall be in the nature of "tags" as that term is commonly used in the Industry, except that in these cases they may be inserted in the body of the commercial; provided, however, that the commercial shall in all other respects remain the same. Principal performers employed to make such changes shall be paid separately the applicable on or off-camera session fee for each version made.

For changes involving different toll-free telephone numbers, (e.g., 1-800 numbers) performers making such changes shall be paid separately the applicable on or off-camera rates as provided in Section 26 E.

## **J. Product/Service Name Changes — Same Advertiser**

### **1. Same product/service — Company name/trade name remains constant**

Variations of a commercial advertising the same product or service of a single advertiser, which always use the company name or company trade name as part of the product or service name, may be treated as a single commercial for use payment purposes where:

- (a) the variations are identical except that part of the product or service name other than the company or company trade name is different;
- (b) a sufficient portion of the product or service name is retained to clearly identify the product or service as being the same; and
- (c) the different variations are not telecast in the same area.

#### **EXAMPLE:**

A commercial for the Dan Company for the same sandwich spread sold as Dan's Red Ribbon Spread in one area and Dan's Gold Ribbon Spread in another area, and which otherwise meets all the above requirements, qualifies under this paragraph 1.

2. Same product — Different brand names

Variations of a commercial advertising the same product of a single national advertiser may be treated as a single commercial for use payment purposes where:

- (a) the variations are identical except that the product name is different to reflect the different name by which the product is known and marketed in a different geographic area;
- (b) the product is marketed by a single national advertiser; and
- (c) the different variations are not telecast in the same area.

This paragraph 2 shall not be applicable to generic products.

**EXAMPLE:**

A commercial for CPC International for the same mayonnaise sold as Hellman's Mayonnaise in one area and Best Foods Mayonnaise in another area, and which otherwise meets all the above requirements, qualifies under this paragraph 2.

Any principal performer in a commercial which qualifies under paragraph 1 or 2 above, shall be paid a separate session fee for each such additional variation whether or not the principal performer was required to render actual services for such additional variations.

For the use of all such variations in any one cycle, each such principal performer shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are telecast during the same cycle.

**K. Special Offers & Promotions**

- 1. A commercial for the same product or service of an advertiser may be changed to reflect different special offers and promotions, sales or give-aways, sweepstakes or sales events, whether offered or conducted by the advertiser or any designated outlet(s). Such changes may include a reference to a feature of the designated outlet, if any, but may not involve a mention of any other branded product or service. Separate session fees shall be payable to the on and off-camera performers employed to render services in making each such change, but any different versions so created may be considered one commercial for the purpose of use fees. This subsection shall not be available to advertisers whose outlets exclusively sell products or provide services of the advertiser.

**EXAMPLES:**

- (a) A commercial for a department store may be changed to promote different sales events - e.g., Father's Day Sale, Back to School Sale - provided, however, that no specific products or departments are introduced in the change.
- (b) A commercial for a hair conditioner may be changed to identify stores that sell the product and may highlight a particular feature of any of those stores, e.g.:

Come into Emory's where you'll find the best in beauty care products.

and/or

Come into Rose & Andy's Market where you can use your RA discount card 24 hours a day.

and/or

Come into Mackieland where the first 100 customers get a free mug on Saturdays.

2. The same types of changes may be made involving mentions of different items customarily sold by a regional or national advertiser, provided that no more than one version made under this Section 26 K 2 may be aired in the same market. Separate session fees shall be payable to on and off-camera performers employed to render services in making each such change, but the different versions so created may be considered one commercial for the purpose of use fees. Any principal performer appearing in such a commercial who is not required to render actual services for such additional variations shall be paid a session fee for the first variation and 50% of a session fee for each subsequent variation. For the use of all such variations in any one cycle, each such principal performer shall receive payment equal to the amount due for the aggregate number of units or cities in which all variations are telecast during the same cycle.

**EXAMPLES:**

- (a) A Labor Day promotion for an automobile manufacturer may be changed to feature a different vehicle model in a different geographical area of the country, i.e., a convertible in southern states versus a minivan in the northeast.
  - (b) A commercial for a chain of hardware stores featuring a sale on Brand X swimming pool purifiers in Florida may be changed to promote Brand Y lawn fertilizer in the Midwest.
  - (c) A commercial for a fast food chain may be changed to feature a fish sandwich with fries in the northeast, a chicken burrito with soft drink in the southwest, and a hamburger with fries and soft drink in the Midwest.
3. With respect to both subsections 1 and 2 above, the following shall apply:
    - (a) Only one reference to any special offer or promotion may be made in the commercial, although such reference may appear anywhere in the commercial.
    - (b) The reference to the special offer or promotion must be in the nature of a “tag” as that term is commonly used in the industry.
    - (c) The commercial must be produced by, and the media time bought by, the advertiser.

## **27. DOWNGRADING AND OUTGRADING**

### **A. Downgrading**

1. If Producer engages a performer as a principal performer for a commercial, the principal performer shall be entitled to use fees for the use of the commercial and may not be downgraded as long as his/her face appears in the commercial as exhibited.
2. If a performer is engaged as a principal performer but his/her face does not remain in the commercial as exhibited, the principal performer shall be notified of such downgrading within 60 days after the completion of his/her employment, but in no event later than 15 working days after the first use of the commercial, and concurrently therewith shall be paid an additional session fee. If such notice is timely given and payment is made to the principal performer as above provided, the downgrading shall be deemed effective retroactively to the date of such first use of the commercial and no use fees shall become payable for the use of the commercial. If such written notice is not given or payment made within the period above provided, the principal performer shall be paid as a principal performer for all uses of the commercial which occur prior to the giving of a written notice of such downgrading, but in no event shall such payment be less than the session fee.

(See Agreed Interpretation 11, page 148.)

## **B. Outgrading**

1. If photography or sound track of a principal performer is not used in a commercial or is subsequently edited out of a commercial, the principal performer shall be notified of such fact, in writing. Such elimination of the principal performer's services shall not be effective retroactively and the principal performer shall be paid all holding fees and use fees for the use of such commercial up to the date he/she receives such notice. However, if the principal performer is notified within a period of 60 days after the completion of his/her employment but in no event later than 15 working days after the first use of the commercial that his/her photography or sound track, as the case may be, is not being utilized in the commercial and such is the fact, Producer shall not be obligated further to the principal performer with respect to the use of said commercial.
2. If an off-camera principal performer is replaced in a commercial, he/she shall be notified within 2 working days after the replacement is made. If timely notice is not given, the principal performer shall be paid all holding fees and use fees until notice is given.

## **28. LIMITATION OF USE IN COMMERCIALS OF MATERIAL PRODUCED UNDER OTHER SCREEN ACTORS GUILD OR AFTRA CONTRACTS**

Producer agrees that no part of the photography or sound track of a principal performer from a theatrical, television or industrial motion picture or any other production made under the jurisdiction of the Union and that no part of any phonograph record, tape or other audio recording or of any other production of a principal performer made under the jurisdiction of AFTRA (including singers unless they are in an unidentifiable group) shall be used in commercials without separately bargaining with the principal performer and reaching an agreement regarding such use prior to any utilization of such photography or sound track under this Contract. The foregoing shall apply to photography only if the principal performer is recognizable and as to stunts only if the stunt is identifiable. The minimum compensation to which the principal performer may agree in such bargaining shall be the applicable session fee and applicable use fees provided by this Contract. Group singers in an unidentifiable group shall be paid applicable use fees as provided in this Contract.

If Producer fails to separately negotiate as provided above, the principal performer shall be entitled to damages for such unauthorized use equivalent to three times the amount originally paid the principal performer for the number of days of work covered by the material used plus the applicable minimum use fees under this Contract but not less than three times the applicable session fee at the rates provided under this Contract plus the applicable minimum use fees under this Contract. However, the principal performer may, in lieu of accepting such damages, elect to bring an individual legal action in a court of appropriate jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

## **29. RESERVATION OF RIGHTS**

The Union reserves the right to establish, upon 10 days' notice to the Producer and the contracting Producer agrees to accept, rates for commercials to be made and used in one designated city, the minimum fees for which shall in no event exceed the rates provided herein.

## **III. USE OF COMMERCIALS**

### **30. MAXIMUM PERIOD OF USE OF COMMERCIALS**

- 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 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 date of the first 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.

- B. Where new commercials are created by integration pursuant to the provisions of Section 25, Integrating of Commercials Into Different Commercials, the maximum period of use shall be limited to the same period of time as the original commercial or commercials, unless the principal performer's consent is secured for a full period of use.
- C. The changing of a commercial under any of the provisions of Section 26, Editing of Commercials, shall in no way extend the maximum period of use applicable to any principal performer in the original version of the commercial.
- D. The period of time during which a commercial may be used, specified in subsection A hereof, shall be deemed to be automatically renewed for an equivalent period of time unless any principal performer employed in such commercial shall, not more than 120 days and not less than 60 days prior to the expiration of such period of time, give written notice by mail to the Broadcast Business Affairs Department of the advertising agency named in his/her employment contract or in the Production Report filed by the Producer with the Union at the address shown in such contract or report of such principal performer's election not to grant such right of renewed use. If no advertising agency is named, the notice may be given to the advertiser named in the employment contract or in the Production Report.

Similar renewals for successive equivalent periods of time shall be deemed to be automatically granted, unless any principal performer shall, not more than 120 days and not less than 60 days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as hereinbefore provided. No person shall have the right to use any commercial after the expiration of the original or any renewal period if any principal performer employed therein shall have given notice of such principal performer's election not to grant such right of renewed use as hereinbefore provided.

- E. No commercial shall be automatically renewed for an additional period of use if any default or delinquency exists in the payment of use fees.

When the right to use a commercial made under a prior contract has terminated or when a commercial made under such prior contract has been withdrawn and the principal performer has been released, such commercial may be reinstated with the express written consent of the principal performer and the execution of a new individual principal performer's agreement subject to the terms and conditions of the Commercials Contract in effect at the time of the reinstatement and new individual agreement. If renewal of use is mutually agreed upon prior to actual date of termination, such renewal agreement shall be made on terms not less favorable than those provided by the Commercials Contract in effect at the time the commercial was made.

- F. The date of expiration of the maximum period of use of a commercial shall be included on each payment voucher with respect to such commercial.

### **31. HOLDING FEE — FIXED CYCLE**

- 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 day of employment of any on-camera principal performer in a commercial is herein referred to as the "fixed cycle".

(See Agreed Interpretation 16, page 148.)

- 1. The first fixed cycle for all on-camera principal performers in a commercial shall commence on the earliest day on which services, including rehearsal, are performed in the commercial by any on-camera principal performers. Services such as auditions, fittings and tests shall not be deemed services for purposes of this Section. (See Example 3, subsection H.)

2. The first fixed cycle for all off-camera principal performers in a commercial, who perform services therein not later than 45 days after the date on which the first fixed cycle commences for the on-camera principal performers, shall be the same as that for the on-camera principal performers. This in effect shortens the first fixed cycle for the off-camera principal performer and in all cases the session fee may be credited towards use which commences during such first fixed cycle. The holding fee for the second fixed cycle shall be paid to both on- and off-camera principal performers whether or not use has commenced in the first fixed cycle. (See Example 3, subsection H.)
3. (a) The first fixed cycle for all off-camera principal performers who perform services in a commercial more than 45 days but not more than 91 days after that date on which the first fixed cycle commences for the on-camera principal performers, shall start with the commencement date of the second fixed cycle for the on-camera principal performers. This in effect lengthens the first fixed cycle for the off-camera principal performer and if use commences prior to the commencement of the second fixed cycle for the on-camera principal performers, then the off-camera principal performer's session fee may be credited towards such use. In such case, the holding fees for the second fixed cycle shall be paid to both on- and off-camera principal performers. However, if use does not occur prior to the commencement of the above-mentioned second fixed cycle, the off-camera principal performer's session fee may be credited towards the holding fee mentioned above. (See Example 4 (a), subsection H.)  
  
(b) In the event that an off-camera principal performer renders services in a commercial more than 91 days after the date on which the first fixed cycle commenced for the on-camera principal performers, such principal performer's first fixed cycle shall commence on the date on which he/she first rendered services in the commercial or his/her fixed cycle may be brought in phase with the on-camera principal performers' fixed cycles provided such adjustment is not less favorable to the off-camera principal performer and further provided that the maximum use period of such off-camera principal performer shall not be extended by reason of such adjustment.
4. The first fixed cycle for all off-camera principal performers, who perform services in a commercial not more than 45 days prior to the date on which the first fixed cycle commences for the on-camera principal performers, shall be the same as that for the on-camera principal performers in the commercial. This in effect lengthens the first fixed cycle for the off-camera principal performers and the session fee may be credited towards use which commences during such extended first fixed cycle. (See Example 5, subsection H.)
5. The first fixed cycle for an off-camera principal performer, who performs services in a commercial more than 45 days but not more than 91 days prior to the date on which the first fixed cycle commences for the on-camera principal performer in the commercial, shall commence on the date of performance of services by such off-camera principal performer and his/her second fixed cycle shall commence and the holding fee shall be due on the date on which the first fixed cycle commences for the on-camera principal performer in such commercial. This in effect shortens the first fixed cycle for the off-camera principal performer and in no case may the session fee be credited towards use. (See Example 6, subsection H.)
6. The first fixed cycle for off-camera principal performers, who perform voices for animated cartoon commercials or in any other commercials not using on-camera principal performers, shall commence on the date of the first recording session.
7. The first fixed cycle for all on-camera principal performers and off-camera principal performers, whose services are incorporated into new commercials pursuant to Section 25, Integrating of Commercials Into Different Commercials, shall commence on the first use date of such new commercial or on the date a new contract is signed by the first principal performer, whichever shall first occur.

8. All principal performers shall be given notice of the date of commencement of their applicable first fixed cycle.

**B. Holding Fee — Defined — When Credited**

Upon the commencement of the first fixed cycle and upon the commencement of each consecutive fixed cycle thereafter throughout the maximum permissible period of use or any extension thereof, a principal performer shall be paid a separate fee, herein called the holding fee, in an amount equal to a session fee and payment of such holding fee to each principal performer, whose services are utilized in the commercial, shall be a condition to Producer's right to continue the use of such commercial.

Separate and individual holding fees shall be paid for each commercial made. (See Example 1, subsection H.)

The holding fee may be credited against the use fees incurred in a 13-week use cycle which commences during the fixed cycle for which the holding fee is paid. (See Example 7, subsection H.)

Similarly, the holding fee may be credited against the use fees incurred for a 6-month dealer use cycle which commences during the fixed cycle for which the holding fee is paid. As provided in Section 31 D 4, Exemptions From Holding Fee, no holding fee is due for the first fixed cycle which commences after the start of the dealer use cycle. However, a holding fee is due for the second fixed cycle which commences after the start of the dealer use cycle and that holding fee may be credited against use fees incurred for a use cycle which commences during that fixed cycle. (See Example 9, subsection H.)

In no case may more than 1 holding fee be credited against use fees incurred in a single cycle of use. (See Example 9, subsection H.)

**C. Session Fee as First Holding Fee**

The session fee shall be deemed the holding fee payable for the first fixed cycle. Such holding fee may be credited against use fees incurred in the first cycle of use, provided that the first cycle of use of the commercial commences not later than 13 weeks after the date of commencement of the principal performer's first fixed cycle. Only one on- or off-camera session fee may be so utilized as a holding fee to be credited against use per commercial. (See Example 1, subsection H.)

**D. Exemptions from Holding Fee**

The holding fee provisions hereof shall not be applicable to the following:

1. Off-camera solo or duo singers or group performers where no exclusivity is obtained;
2. Nonidentifiable voices (disguised voices, dialects, cartoon voices or voices used for lip sync.) or vocally produced sound effects;
3. Nonidentifiable pilots;
4. The fixed cycle which occurs after the commencement of a 6-month dealer use cycle;
5. Seasonal commercials, except as provided in Section 39, Seasonal Commercials;
6. "Non-air" commercials where no exclusivity is obtained from the principal performer;
7. Announcers in commercial billboards whenever Producer cannot choose an announcer but is required to use the announcer assigned to a program;
8. Commercials which are made and used only for foreign use;

9. Commercials which have been withdrawn from use in the U.S., its commonwealths, territories, possessions, Canada and Mexico, but which are still being used in foreign areas, provided no exclusivity is required of the principal performer anywhere in the world;
10. Principal performers who have been advised within 15 business days after the commencement of a fixed cycle that their services in a given commercial(s) have been withdrawn from further use;
11. Commercials that are produced for cable transmission only.

**E. Payment of Holding Fee as Condition of Use**

If Producer fails to pay the holding fee on or before the date on which it is due and payable as set forth in Section 43 B, Payment — Holding Fee, all further right of Producer to use the commercial shall cease and terminate, and the principal performer shall thereupon be automatically released from all contractual obligations with respect to the commercial. Inadvertent oversight shall not excuse failure to make timely payments or eliminate the damages provided therefor. If, during the maximum period of use of a commercial, Producer desires to reinstate a commercial after the termination of the right to use the commercial, as above provided, Producer may do so with the written consent of the principal performer in an agreement which may or may not be in the form of the Standard Employment Contract and the payment of not less than two holding fees, one of which may not be credited against use. Any such reinstatement shall be at rates no lower than the minimum contract rates then in effect.

- F.** Producer has the right, within the maximum period of use, to use a commercial through the end of a use cycle without having to pay a holding fee for the subsequent fixed cycle provided that the commercial is withdrawn from use at the end of such use cycle.

**G. Consecutive Fixed Cycles; Non-Consecutive Use Cycles**

Although fixed cycles, as defined in A above, are in all cases consecutive cycles and all requirements of this Section 31 regarding the payment of holding fees related to such consecutive fixed cycles, the cycles of actual use of commercials and the cycles for which use payments must be made need not be consecutive.

**H. Examples**

**EXAMPLE 1:**

Principal performer works in 3 commercials advertising the same product or different products. The session fee paid for each commercial produced shall constitute the initial holding fee for the first fixed cycle of each individual commercial. A separate holding fee shall be paid for each subsequent fixed cycle per individual commercial. (See Section 31 B and C.)

**EXAMPLE 2:**

Principal performer works 2 days in one commercial. Only 1 of the 2 session fees principal performer receives may be credited as the holding fee for the first fixed cycle. Subsequent fixed cycles require additional holding fees paid to principal performer. (See Section 31 B.)

**EXAMPLE 3:**

Principal performer A commences work on-camera in a commercial on January 5 and is paid a \$535.00 session fee. Principal performer B commences work on-camera in the same commercial on January 8 and is paid a \$535.00 session fee. Principal performer C commences work off-camera on February 15 and is paid a \$402.25 session fee. The first fixed cycle commences



January 5 for all 3 principal performers since this date was the earliest on which services were rendered by any on-camera principal performer in the commercial. (See Section 31 A 1.)

The commercial is first used on the air April 1 as a Class B Program (not including use in N.Y.) commercial. The session fee is the holding fee for the first fixed cycle and, since the Class B Program cycle commenced within the period of the first fixed cycle (January 5 – April 4) the session fee may be credited toward the use fees of \$825.60 for each on-camera principal performer and \$573.40 for the off-camera principal performer. Principal performers A and B each receive \$290.60 additional and principal performer C receives \$171.15 additional for the use cycle. (See Section 31 A 2.)

EXAMPLE 4:

- (a) Same facts as Example 3 except that principal performer C, the off-camera principal performer, commences work on February 23. Since this date is 49 days after the first date on which an on-camera principal performer commenced work (January 5), the first fixed cycle for principal performer C is the period April 5 – July 4, which is the second fixed cycle for principal performers A and B. However, since Class B Program use commenced April 1, principal performer C's session fee may be credited against such use. Principal performers A, B and C will be paid the applicable holding fee due April 5, the commencement of the second fixed cycle. There may be no crediting of principal performer C's session fee against his/her holding fee for his/her first fixed cycle inasmuch as the credit was taken against the Class B Program use which commenced April 1. (See Section 31 A 3 (a).)
- (b) Same facts as Example 4 (a) except that Class B Program use commences on April 10. In this case, principal performers A and B will be paid the applicable holding fee due April 5, the commencement of their second fixed cycle, and principal performer C's session fee may be considered the holding fee for the fixed cycle commencing April 5. Both A & B's holding fees and C's session fee may be credited towards the Class B Program use.

EXAMPLE 5:

Principal performer A works off-camera on January 5. Principal performer B works on-camera February 5. Since principal performer A has worked fewer than 45 days prior to principal performer B, his/her first fixed cycle commences February 5, the same as principal performer B. Class B program use commences February 10. Both performers' session fees may be credited towards this use. Holding fees for each are due May 5. (See Section 31 A 4.)

EXAMPLE 6:

Principal performer A works off-camera May 5. The first fixed cycle for principal performer A is May 5 – August 4. Principal performer B works on-camera in the same commercial July 7, which is 63 days after principal performer A worked. The fixed cycle July 7 – October 6, principal performer B's first fixed cycle, becomes the second fixed cycle for principal performer A and thereby shortens principal performer A's first fixed cycle in order that all subsequent fixed cycles for both principal performers shall be concurrent starting with the July 7 – October 6 fixed cycle. (See Section 31 A 5.)

EXAMPLE 7:

Principal performer works at scale in a commercial. The first fixed cycle commenced January 6 and ended April 5. On April 6 a holding fee becomes due to principal performer for the second fixed cycle. The commercial is used on April 14 as a Class A Program commercial for a 13-week Class A Program cycle commencing on that date. The holding fee is credited against the fees due to principal performer for the 13-week Class A Program use cycle. (See Section 31 B.)

EXAMPLE 8:

Same facts as Example 7, except that the commercial is first used as a Class A Program commercial in a Class A Program use cycle which commenced January 20 and ended April 19. The holding fee for the second fixed cycle becomes due to principal performer on April 6; however, it may not be credited against any Class A use fees which become due between April 6 and April 19, since the Class A use cycle in which such uses occur did not commence within the second fixed cycle. However, the holding fee payable for the second fixed cycle may be credited against any use fees which become due to principal performer with respect to any new cycle of use which commences on or after April 6 and prior to the expiration of the second fixed cycle, for example, a wild spot use cycle commencing on April 12. (See Section 31 B.)

EXAMPLE 9:

Principal performer works on-camera January 6. The first fixed cycle for principal performer is January 6 through April 5. On February 12 commercial commences a dealer cycle through August 11. Producer is exempt from payment of the holding fee due on April 6 for the second fixed cycle. However, the principal performer is due a holding fee for the third fixed cycle which commences July 6. This holding fee payment may be credited against any new use cycle which begins on or after July 6, but prior to October 5, the end of the third fixed cycle. (See Section 31 B.)

## **32. DEFINITION OF WILD SPOT AND PROGRAM USE**

The payments to be made to principal performers for use of commercials shall be based upon the kind of use, viz., whether as wild spots or as program commercials and upon the scope of use in each of these categories. A commercial shall be deemed to be used as a wild spot if it is broadcast by noninterconnected single stations and (a) is used independent of any program or (b) is used on local participating programs. All other uses of a commercial, including use as “hitch hikes” and “cow catchers,” shall be program uses.

Local participating programs, as the term is used herein, are programs available to more than one advertiser and not “sponsored” by any advertiser and shall not be deemed to include any program which, by the use of phrases such as “sponsored by” or other statements or descriptions, implies that it is sponsored. However, the statement that “the following are participating advertisers” shall not be deemed program sponsorship.

In the event a commercial is used both as a wild spot and as a program commercial, the principal performer shall be paid separately as provided herein, for both kinds of use.

(See Agreed Interpretations 1, 4 and 7, page 147.)

## **33. WILD SPOTS — COMPENSATION FOR USE**

### **A. 13-Week Cycles**

1. Compensation for use of wild spots shall be for unlimited use within a cycle of 13 consecutive weeks. The use may be continued for additional cycles of 13 consecutive weeks by paying principal performer the applicable fee for each 13-week renewal cycle.
2. In view of the fact that a wild spot used in a 13-week campaign may not always be broadcast in all cities on the same schedule and more than 13 weeks may be required for the purpose of conducting a 13-week campaign, it is agreed as follows:

Although each 13-week cycle of wild spot use shall commence with its first wild spot use, such 13-week cycle shall not be deemed concluded until the commercial has been broadcast 13 weeks in each city; provided, however, that in no event shall such cycle extend for more than 13 weeks in any one city, nor beyond 17 weeks after the first use of the commercial in such cycle in any city.

(See Agreed Interpretation 6, page 147.)

**B. Unit Weighting**

Weighting is to be applied to all television market areas, defined as “Designated Market Areas” (DMA’s) by the Nielsen Media Research Company, with the exception of New York, Chicago and Los Angeles, which are specially treated in subsections E and F of Section 33.

1. The following TV market areas are weighted as follows for the term of this Contract:

<i>Television Market Areas</i>	<i>Unit Weight</i>
Atlanta .....	5
Baltimore .....	3
Boston.....	6
Charlotte .....	2
Cincinnati.....	2
Cleveland .....	4
Columbus, OH.....	2
Dallas-Fort Worth.....	6
Denver .....	3
Detroit.....	5
Grand Rapids-Kalamzoo-B.Crk .....	2
Greenville-Spartanburg-Asheville-Anderson, NC.....	2
Hartford-New Haven .....	2
Houston.....	5
Indianapolis .....	2
Kansas City.....	2
Mexico/Mexico City.....	43
Miami.....	4
Milwaukee .....	2
Minneapolis-St. Paul.....	4
Montreal .....	4
Nashville.....	2
Orlando-Daytona Beach .....	3
Philadelphia .....	8
Phoenix .....	4
Pittsburgh.....	3
Portland, OR .....	3
Puerto Rico .....	3
Raleigh-Durham .....	2
Sacramento-Stockton.....	3
St. Louis.....	3
San Antonio .....	2
Salt Lake City .....	2
San Diego .....	2
San Francisco.....	6
Seattle-Tacoma .....	4
Tampa-St. Petersburg .....	4
Toronto .....	7
Vancouver, B.C .....	3
Washington D.C .....	6
West Palm Beach-Ft. Pierce .....	2

All other markets are assigned 1 unit each.

2. The foregoing assignment of unit weights is based upon current "Television Household" figures published by the Nielsen Media Research Company for each DMA. One unit is assigned for each DMA and an additional unit for each full 350,000 Television Households after the first 350,000 in each DMA.

Thus: All markets with 699,999 Television Households or fewer are assigned 1 unit. All markets with 700,000 to 1,049,999 Television Households are assigned 2 units, etc.

### **C. Method of Fee Computation**

The payment for wild spot use is computed by:

1. Determining the maximum number of units in which the wild spot is played during a 13-week cycle, applying the unit weights as set forth in Section 33 B;
2. Applying the appropriate unit rates as set forth in Section 33 D. When the station lineup on which the commercial is being used includes New York, Chicago or Los Angeles, compensation for such wild spot use shall be determined in accordance with the provisions of Sections 33 E and F;
3. Totaling the unit costs computed as provided in this Section 33 C 1 and 2.

Table A attached hereto sets forth cumulative totals for use of a wild spot on a station lineup that does not include New York, Chicago or Los Angeles;

Table B sets forth cumulative totals for use of a wild spot on a station lineup which includes New York, together with other cities;

Table C sets forth cumulative totals for use of a wild spot on a station lineup which includes Chicago or Los Angeles together with other cities (excluding New York);

Table D sets forth cumulative totals for use of a wild spot on a station lineup which includes any two of New York, Chicago or Los Angeles together with other cities;

Table E sets forth cumulative totals for use of a wild spot on a station lineup which includes New York, Chicago and Los Angeles together with other cities.

**D. Wild Spot Unit Rates — Line-up of Cities Not Including New York, Chicago or Los Angeles**

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On-Camera	Off-Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
1	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
2 – 25 add per unit	18.31	12.53	14.27	12.31	10.06	5.06	3.99	3.32
26 – 60 add per unit	6.79	5.33	7.36	6.24	5.17	2.13	1.46	1.34
61 – 125 add per unit	6.79	5.33	5.33	4.16	3.49	1.29	.74	.74
126 & each unit there- after add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

**EXAMPLE:**

Philadelphia, Detroit and Pittsburgh, plus 22 one-unit cities for 1 cycle, 1 principal performer —  
*On-Camera:* To determine number of units use subsection B as follows:

Philadelphia .....	8 units
Detroit.....	5 units
Pittsburgh.....	3 units
22 one-unit cities .....	22 units
Total.....	38 units

To determine unit rates use subsection D as follows:

1st unit .....	\$535.00
2 – 25 units add \$18.31 each unit (24 units x \$18.31) .....	439.44
26 – 37 units add \$6.79 each unit (12 units x \$6.79) .....	81.48

Principal performer’s compensation, unlimited use for  
 13 weeks, On-Camera, totals ..... \$1,055.92

**E. Wild Spot Unit Rates — New York, Chicago or Los Angeles, Singly or in Combination With Each Other (Not Including Other Cities)**

*1. All Principal Performers (Except Group Performers)*

	(a) On-Camera	(b) Off-Camera
New York	\$ 1051.35	\$ 742.75
Chicago or Los Angeles	\$ 916.40	\$ 646.30
Any 2 of N.Y., Chi., L.A	\$ 1,446.85	\$ 974.20
All 3 (N.Y., Chi., L.A.)	\$ 1,745.20	\$ 1,239.55

2. <i>Group Performers: On-Camera</i>			
	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
Any 1 of N.Y., Chi., L.A	\$ 673.30	\$ 598.05	\$ 490.05
Any 2 of N.Y., Chi., L.A	\$ 1,035.95	\$ 856.55	\$ 700.30
All 3 (N.Y., Chi., L.A.)	\$ 1,306.95	\$ 1,118.50	\$ 914.20
3. <i>Group Performers: Off-Camera</i>			
	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
Any 1 of N.Y., Chi., L.A	\$ 270.10	\$ 223.80	\$ 183.25
Any 2 of N.Y., Chi., L.A	\$ 356.95	\$ 287.50	\$ 235.40
All 3 (N.Y., Chi., L.A.)	\$ 430.35	\$ 347.05	\$ 283.60

**F. Wild Spot Unit Rates — New York, Chicago or Los Angeles, Singly or in Combination With Each Other Together With Other Cities**

1. *All Principal Performers (Except Group Performers)*

	(a) <i>On-Camera</i>	(b) <i>Off-Camera</i>
New York	\$ 1051.35	\$ 742.75
Chicago or Los Angeles	916.40	646.30
Additional Cities, add at the rate of:	6.79 per unit	5.33 per unit
Any 2 of N.Y., Chi., L.A.	1,446.85	974.20
Additional cities, add at the rate of:	6.79 per unit	5.33 per unit
All 3 (N.Y., Chi., L.A.)	1,745.20	1,239.55
Additional cities, add at the rate of:	6.96 per unit	5.45 per unit

2. *Group Performers: On-Camera*

	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
Any 1 of N.Y., Chi., L.A.	\$ 673.30	\$ 598.05	\$ 490.05

Additional cities: When taken in combination with any one of New York, Chicago or Los Angeles, the rate for additional cities is determined by totaling the unit values of the additional cities and applying the following unit rates:

<i>Units</i>	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
1 – 35 add per unit	\$ 7.36	\$ 6.24	\$ 5.17
36 – 100 add per unit	5.33	4.16	3.49
101 & each unit thereafter	2.64	2.13	1.86
Any 2 of N.Y., Chi., L.A.	1,035.95	856.55	700.30
Additional cities, add at the rate of:	2.64 per unit	2.13 per unit	1.86 per unit
All 3 (N.Y., Chi., L.A.)	1,306.95	1,118.50	914.20
Additional cities, add at the rate of:	2.70 per unit	2.19 per unit	1.91 per unit

3. *Group Performers: Off-Camera*

	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
Any 1 of N.Y., Chi., L.A.	\$ 270.10	\$ 223.80	\$ 183.25

Additional cities: When taken in combination with any one of New York, Chicago or Los Angeles, the rate for additional cities is determined by totaling the unit values of the additional cities and applying the following unit rates:

Units	(a) 3 to 5	(b) 6 to 8	(c) 9 or more
1 – 35 add per unit	\$ 2.13	\$ 1.46	\$ 1.34
36 to 100 add per unit	1.29	.74	.74
101 & each unit thereafter	1.29	.74	.74
Any 2 of N.Y., Chi., L.A.	356.95	287.50	235.40
Additional cities, add at the rate of:	1.29 per unit	.74 per unit	.74 per unit
All 3 (N.Y., Chi., L.A.)	430.35	347.05	283.60
Additional cities, add at the rate of:	1.34 per unit	.79 per unit	.79 per unit

EXAMPLES:

- Chicago, Detroit, Cleveland and 114 one-unit cities, 1 cycle, 1 principal performer — Off-Camera:

To determine number of units use subsection B as follows:

Chicago.....	—
Detroit.....	5 units
Cleveland.....	4 units
114 one-unit cities.....	<u>114 units</u>
Total.....	123 units

To determine the applicable unit rates for the units additional to the Chicago payment, use subsection F 1 (b), commencing at the unit rate for the 26<sup>th</sup> unit as follows:

Chicago.....	\$646.30
add 123 units @ \$5.33 each.....	655.59

Principal performer's compensation, unlimited use for 13 weeks,  
Off-Camera, totals: ..... \$1,301.89

- 153 cities including New York, Chicago and Los Angeles and all specially weighted U.S. cities, as provided in subsection B hereof, 1 principal performer — On-Camera, 1 cycle:

New York, Chicago and Los Angeles..... \$1,745.20  
(Plus additional units at \$6.96 each)

The 41 specially weighted U.S. cities	182 units	
109 one-unit cities	<u>109 units</u>	
	291 units @ \$6.96	2,025.36

Principal performer's compensation, unlimited use  
for 13 weeks, On-Camera, 3 majors plus 291 units totals: ..... \$3,770.56

3. 77 cities including New York, Boston, Washington D.C., St. Louis, Toronto, Montreal and Mexico City, 1 principal performer — On-Camera, 1 cycle:

To determine number of units use subsection B as follows:

New York .....	—
Boston .....	6 units
Washington, D.C .....	6 units
St. Louis .....	3 units
Toronto .....	7 units
Montreal .....	4 units
Mexico City .....	43 units
70 one-unit cities.....	<u>70 units</u>

Total..... 139 units

New York .....	\$ 1,051.35
<u>add 139 units @\$6.79 each</u> .....	<u>943.81</u>

Principal performer's compensation, unlimited use for 13 weeks,  
On-Camera, totals: ..... \$ 1,995.16

### 34. PROGRAM COMMERCIALS — COMPENSATION FOR USE

#### A. Scope of Use

Compensation for use of program commercials shall be divided into classes as follows:

<i>Class</i>	<i>Number of Cities in Which Telecast</i>
A	Over 20
B	6 – 20
C	1 – 5

City Weight: In determining the classification for use of program commercials, New York, Chicago and Los Angeles shall each count as 11 cities; any 2 shall constitute Class A use.

The classification of a commercial as a Class A, B or C Program commercial shall be determined by the maximum number of different cities including the appropriate weighting set forth above in which it is telecast during any portion of the applicable use period specified in the schedules below.

However, if during any 13-week cycle of use as a Class B or C Program commercial, the commercial is telecast as a Class A Program commercial, it shall then be considered as a Class A Program commercial for the remainder of that cycle. In such event, the principal performer shall be paid for Class A use of such commercial for the remainder of the cycle in accordance with the applicable rates herein set forth for Class A use. The Producer may credit the payment due the principal performer for that proportion of the amount paid the principal performer for Class B or C use as the then unexpired number of weeks in the cycle bears to 13 weeks. In no event shall the principal performer receive less than the amount due him/her for the original class of use. For example: A commercial is used as a program commercial on a program which is telecast in 20 cities for a period of 6 weeks (Class B use). During the 7<sup>th</sup> week, the program with which the commercial is used is telecast in an additional city. For the remainder of that cycle, the commercial shall



be a Class A Program commercial even though the program with which the commercial is used may be thereafter telecast one or more times in less than 21 cities. After the addition of the 21<sup>st</sup> city, and during that cycle, the commercial is used twice. Each such use shall be a Class A Program use and in the case of an on-camera principal performer, \$657.70 (\$535.00 for the first use and \$122.70 for the second use) shall be due for such 2 uses against which the Producer may take a credit of 7/13 of \$825.60 (payment for 13 weeks of Class B Program use).

If, prior to the commencement of a 13-week cycle of use, a principal performer has been guaranteed or if, during any 13-week cycle of use, a principal performer has been paid for not less than 6 Class A uses of a commercial on a network, then the commercial, at Producer's option, may be used concurrently with the Class A cycle, but only for the remainder thereof, in up to 20 cities as either a Class C or B or Special B Program commercial. The applicable class of concurrent use is based on the number of cities in which the commercial is telecast. In such event principal performer shall be paid for a full Class C, B or Special B cycle payment in addition to payment for Class A uses thereof. The provisions hereof may be used for but 1 such Class C or B or Special B cycle with each Class A cycle of use. A commercial used in a concurrent Class C Program cycle may be "upgraded" to a B or Special B cycle by paying principal performer the difference in rates. In the event such concurrent use exceeds 20 cities, all program use in such cycle shall be deemed Class A use and the payments made for Class C or B or Special B may not be credited.

(See Agreed Interpretations 6 and 10, pages 147 and 148.)

**B. Compensation — Program Commercials**

1. Class A Use Payments for other than 10- and 15-Second Commercials

(a) All Principal Performers (except Group Performers)

Rates are for individual uses within one 13-week cycle.

Use	On-Camera Rate per Use	Cumulative Total	Use	Off-Camera Rate per Use	Cumulative Total
1	\$535.00	\$535.00	1	\$402.25	\$402.25
2	122.70	657.70	2	96.00	498.25
3	97.35	755.05	3	76.35	574.60
4	97.35	852.40	4	76.35	650.95
5	97.35	949.75	5	76.35	727.30
6	97.35	1,047.10	6	76.35	803.65
7	97.35	1,144.45	7	76.35	880.00
8	97.35	1,241.80	8	76.35	956.35
9	97.35	1,339.15	9	76.35	1,032.70
10	97.35	1,436.50	10	76.35	1,109.05
11	97.35	1,533.85	11	76.35	1,185.40
12	97.35	1,631.20	12	76.35	1,261.75
13	97.35	1,728.55	13	76.35	1,338.10
14 and every use thereafter	46.65 each		14 and every use thereafter	34.65 each	

*Guarantees and Discounts:*

If prior to first Class A use principal performer is guaranteed 13 uses in 13 weeks. . . . . **\$1,501.80**  
 Additional uses in same cycle 14<sup>th</sup> through 18<sup>th</sup>. . . . . **\$92.00** each.  
 19<sup>th</sup> use and each use hereafter in same cycle at the applicable per use rate set forth above, i.e., **\$46.65** per use.

*Guarantees and Discounts:*

If prior to first Class A use principal performer is guaranteed 13 uses in 13 weeks. . . . . **\$1,161.95**  
 Additional uses in same cycle 14<sup>th</sup> through 18<sup>th</sup>. . . . . **\$69.88** each.  
 19<sup>th</sup> use and each use thereafter in same cycle at the applicable cable per use rate set forth above, i.e., **\$34.65** per use.

(b) Group Performers: On-Camera

Rates are for individual uses within one 13-week cycle.

Use	3 to 5 Rate per Use	Cumulative Total	Use	6 to 8 Rate per Use	Cumulative Total	Use	9 or more Rate per Use	Cumulative Total
1	\$391.65	\$391.65	1	\$346.75	\$346.75	1	\$286.75	\$286.75
2	113.70	505.35	2	97.35	444.10	2	79.65	366.40
3	89.00	594.35	3	80.65	524.75	3	65.95	432.35
4	84.00	678.35	4	75.65	600.40	4	62.00	494.35
5	84.00	762.35	5	75.65	676.05	5	62.00	556.35
6	84.00	846.35	6	75.65	751.70	6	62.00	618.35
7	84.00	930.35	7	75.65	827.35	7	62.00	680.35
8	84.00	1,014.35	8	75.65	903.00	8	62.00	742.35
9	84.00	1,098.35	9	75.65	978.65	9	62.00	804.35
10	84.00	1,182.35	10	75.65	1,054.30	10	62.00	866.35
11	84.00	1,266.35	11	75.65	1,129.95	11	62.00	928.35
12	84.00	1,350.35	12	75.65	1,205.60	12	62.00	990.35
13	84.00	1,434.35	13	75.65	1,281.25	13	62.00	1,052.35
14 and every use thereafter	29.00 each		14 and every use thereafter	24.65 each		14 and every use thereafter	20.00 each	

*Guarantees and Discounts:*

13 Uses in 13 weeks: **\$1,243.10**  
 Additional uses in same cycle: 14<sup>th</sup> through 18<sup>th</sup>: **\$67.25** each

19<sup>th</sup> and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., **\$29.00** per use.

*Guarantees and Discounts:*

13 Uses in 13 weeks: **\$1,110.20**  
 Additional uses in same cycle: 14<sup>th</sup> through 18<sup>th</sup>: **\$58.86** each.

19<sup>th</sup> and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., **\$24.65** per use.

*Guarantees and Discounts:*

13 Uses in 13 weeks: **\$912.00**  
 Additional uses in same cycle: 14<sup>th</sup> through 18<sup>th</sup>: **\$48.07** each.

19<sup>th</sup> and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., **\$20.00** per use.

(c) Group Performers: Off-Camera

Rates are for individual uses with one 13-week cycle.

Use	3 to 5 Rate per Use	Cumulative Total	Use	6 to 8 Rate per Use	Cumulative Total	Use	9 or more Rate per Use	Cumulative Total
1	\$226.90	\$226.90	1	\$196.90	\$196.90	1	\$160.55	\$160.55
2	61.70	288.60	2	53.65	250.55	2	44.00	204.55
3	57.65	346.25	3	49.35	299.90	3	40.30	244.85
4	52.65	398.90	4	45.95	345.85	4	37.65	282.50
5	52.65	451.55	5	45.95	391.80	5	37.65	320.15
6	52.65	504.20	6	45.95	437.75	6	37.65	357.80
7	52.65	556.85	7	45.95	483.70	7	37.65	395.45
8	52.65	609.50	8	45.95	529.65	8	37.65	433.10
9	52.65	662.15	9	45.95	575.60	9	37.65	470.75
10	52.65	714.80	10	45.95	621.55	10	37.65	508.40
11	52.65	767.45	11	45.95	667.50	11	37.65	546.05
12	52.65	820.10	12	45.95	713.45	12	37.65	583.70
13	52.65	872.75	13	45.95	759.40	13	37.65	621.35
14 and every use thereafter	21.00 each		14 and every use thereafter	19.70 each		14 and every use thereafter	16.35 each	

*Guarantees and Discounts:*

13 Uses in 13 weeks: **\$755.60**  
 Additional uses in same cycle:  
 14<sup>th</sup> through 18<sup>th</sup>:  
**\$44.43** each

19<sup>th</sup> and each use thereafter in  
 same cycle at the applicable per  
 use rate set forth above,  
 i.e., **\$21.00** per use.

*Guarantees and Discounts:*

13 Uses in 13 weeks: **\$657.60**  
 Additional uses in same cycle:  
 14<sup>th</sup> through 18<sup>th</sup>:  
**\$40.06** each.

19<sup>th</sup> and each use thereafter in  
 same cycle at the applicable per  
 use rate set forth above,  
 i.e., **\$19.70** per use.

*Guarantees and Discounts:*

13 Uses in 13 weeks: **538.00**  
 Additional uses in same cycle:  
 14<sup>th</sup> through 18<sup>th</sup>:  
**\$33.02** each.

19<sup>th</sup> and each use thereafter in  
 same cycle at the applicable per  
 use rate set forth above,  
 i.e., **\$16.35** per use.

2. Class A Use Payments for 10- and 15-Second Commercials

- (a) Subject to the provisions of Section 3 A of this Contract for commercials produced on or after October 30, 2003 principal performers will be paid 50% of the Class A Program use fees as set forth in the schedules under Section 34 B 1 for the 5<sup>th</sup> and 6<sup>th</sup> uses of a 10- or 15-second commercial. Thereafter, every 5 uses will be paid as follows: the next three at the full rates provided in the Section 34 B 1 schedules, and the following two at 50% of the rates provided in the Section 34 B 1 schedules. The rates set forth below are for the use of 10- or 15-second commercials when not used in conjunction with commercials of any other length. See Section 34 B 2 (e) of this Contract for applicable rates when 10- or 15-second commercials are aired with permitted versions of the same commercial of a different length.

(b) All Principal Performers (except Group Performers)

Rates are for the individual uses within one 13-week cycle

<b>Use</b>	<b>On-Camera Rate per Use</b>	<b>Cumulative Total</b>	<b>Use</b>	<b>Off-Camera Rate per Use</b>	<b>Cumulative Total</b>
1	\$535.00	\$535.00	1	\$402.25	\$402.25
2	122.70	657.70	2	96.00	498.25
3	97.35	755.05	3	76.35	574.60
4	97.35	852.40	4	76.35	650.95
5	48.68	901.08	5	38.18	689.13
6	48.68	949.76	6	38.18	727.31
7	97.35	1047.11	7	76.35	803.66
8	97.35	1144.46	8	76.35	880.01
9	97.35	1241.81	9	76.35	956.36
10	48.68	1290.49	10	38.18	994.54
11	48.68	1339.17	11	38.18	1032.72
12	97.35	1436.52	12	76.35	1109.07
13	97.35	1533.87	13	76.35	1185.42
14	46.65	1580.52	14	34.65	1220.07
15	23.33	1603.85	15	17.33	1237.40
16	23.33	1627.18	16	17.33	1254.73
17	46.65	1673.83	17	34.65	1289.38
18	46.65	1720.48	18	34.65	1324.03
19	46.65	1767.13	19	34.65	1358.68
20	23.33	1790.46	20	17.33	1376.01
21	23.33	1813.79	21	17.33	1393.34

For uses beyond 21, continue the same formula.

(c) Group Performers: On-Camera

Rates are for individual uses with one 13-week cycle.

<b>Use</b>	<b>3 to 5 Rate per Use</b>	<b>Cumulative Total</b>	<b>Use</b>	<b>6 to 8 Rate per Use</b>	<b>Cumulative Total</b>	<b>Use</b>	<b>9 or more Rate per Use</b>	<b>Cumulative Total</b>
1	\$391.65	\$391.65	1	\$346.75	\$346.75	1	\$286.75	\$286.75
2	113.70	505.35	2	97.35	444.10	2	79.65	366.40
3	89.00	594.35	3	80.65	524.75	3	65.95	432.35
4	84.00	678.35	4	75.65	600.40	4	62.00	494.35
5	42.00	720.75	5	37.83	638.23	5	31.00	525.35
6	42.00	762.35	6	37.83	676.06	6	31.00	556.35
7	84.00	846.35	7	75.65	751.71	7	62.00	618.35
8	84.00	930.35	8	75.65	827.36	8	62.00	680.35
9	84.00	1014.35	9	75.65	903.01	9	62.00	742.35
10	42.00	1056.35	10	37.83	940.84	10	31.00	773.35
11	42.00	1098.35	11	37.83	978.67	11	31.00	804.35
12	84.00	1182.35	12	75.65	1054.32	12	62.00	866.35
13	84.00	1266.35	13	75.65	1129.97	13	62.00	928.35
14	29.00	1295.35	14	24.65	1154.62	14	20.00	948.35
15	14.50	1309.85	15	12.33	1166.95	15	10.00	958.35
16	14.50	1324.35	16	12.33	1179.28	16	10.00	968.35
17	29.00	1353.35	17	24.65	1203.93	17	20.00	988.35
18	29.00	1382.35	18	24.65	1228.58	18	20.00	1008.35
19	29.00	1411.35	19	24.65	1253.23	19	20.00	1028.35
20	14.50	1425.85	20	12.33	1265.56	20	10.00	1038.35
21	14.50	1440.35	21	12.33	1277.89	21	10.00	1048.35

For uses beyond 21, continue the same formula.

(d) Group Performers: Off-Camera

Rates are for individual uses within one 13-week cycle.

Use	3 to 5 Rate per Use	Cumulative Total	Use	6 to 8 Rate per Use	Cumulative Total	Use	9 or more Rate per Use	Cumulative Total
1	\$226.90	\$226.90	1	\$196.90	\$196.90	1	\$160.55	\$160.55
2	61.70	288.60	2	53.65	250.55	2	44.00	204.55
3	57.65	346.25	3	49.35	299.90	3	40.30	244.85
4	52.65	398.90	4	45.95	345.85	4	37.65	282.50
5	26.33	425.23	5	22.98	368.83	5	18.83	301.33
6	26.33	451.56	6	22.98	391.81	6	18.83	320.16
7	52.65	504.21	7	45.95	437.76	7	37.65	357.81
8	52.65	556.86	8	45.95	483.71	8	37.65	395.46
9	52.65	609.51	9	45.95	529.66	9	37.65	433.11
10	26.33	635.84	10	22.98	552.64	10	18.83	451.94
11	26.33	662.17	11	22.98	575.62	11	18.83	470.77
12	52.65	714.82	12	45.95	621.57	12	37.65	508.42
13	52.65	767.47	13	45.95	667.52	13	37.65	546.07
14	21.00	788.47	14	19.70	687.22	14	16.35	562.42
15	10.50	798.97	15	9.85	697.07	15	8.18	570.60
16	10.50	809.47	16	9.85	706.92	16	8.18	578.78
17	21.00	830.47	17	19.70	726.62	17	16.35	595.13
18	21.00	851.47	18	19.70	746.32	18	16.35	611.48
19	21.00	872.47	19	19.70	766.02	19	16.35	627.83
20	10.50	882.97	20	9.85	775.87	20	8.18	636.01
21	10.50	893.47	21	9.85	785.72	21	8.18	644.19

For uses beyond 21, continue the same formula.

- (e) Subject to the provisions of Section 3 A of this Contract, whenever a commercial produced on or after October 30, 2003 and the one permitted edited version thereof are both being used within the same Class A Program use cycle, the foregoing formula applies with respect to the use of the edited version, so long as the edited version is either 10- or 15-seconds in length.

For example, assume a 30-second commercial and a permitted 15-second edited version (which, for use purposes, are considered as one commercial under Section 26 of this Contract) are being aired in the same Class A Program cycle. If the 5<sup>th</sup> use of the 15-second commercial occurs as the 10<sup>th</sup> use in the cycle, 50% of the 10<sup>th</sup> use payment provided in the Section 34 B 1 schedules would be due. If the 6<sup>th</sup> use occurs as the 15<sup>th</sup> use in the cycle, 50% of the 15<sup>th</sup> use payment provided in

the Section 34 B 1 schedules would be due. This pattern continues for the entire use cycle. The rates for this example are set forth below:

EXAMPLE:

**TABLE OF CLASS A PROGRAM PAYMENTS  
30-AND 15-SECOND COMMERCIALS**

A 30-second commercial and its 15-second edited version used in the same cycle. The 15-second edited version will qualify for reduced rates as follows:

Use		100% On-Camera Rate per Use	50% On-Camera Rate per Use	Cumulative Total
1	:30 Basic	\$535.00	—	\$535.00
2	:15 Edit (1 <sup>st</sup> Use)	122.70	—	657.70
3	:30 Basic	97.35	—	755.05
4	:15 Edit (2 <sup>nd</sup> Use)	97.35	—	852.40
5	:30 basic	97.35	—	949.75
6	:15 Edit (3 <sup>rd</sup> Use)	97.35	—	1047.10
7	:30 Basic	97.35	—	1144.45
8	:30 Basic	97.35	—	1241.80
9	:30 Basic	97.35	—	1339.15
10	:15 Edit (4 <sup>th</sup> Use)	97.35	—	1436.50
11	:15 Edit (5 <sup>th</sup> Use)	—	48.68	1485.18
12	:30 Basic	97.35	—	1582.53
13	:30 Basic	97.35	—	1679.88
14	:30 Basic	46.65	—	1726.53
15	:15 Edit (6 <sup>th</sup> Use)	—	23.33	1749.86
16	:15 Edit (7 <sup>th</sup> Use)	46.65	—	1796.51
17	:15 Edit (8 <sup>th</sup> Use)	—	23.33	1819.84

NOTE: Reduced rates continue to apply at the 10<sup>th</sup> and 11<sup>th</sup> use, 15<sup>th</sup> and 16<sup>th</sup> use, 20<sup>th</sup> and 21<sup>st</sup> use, etc. of the 10- and 15-second commercials.

This chart applies only to on-camera principal performers. The same principle applies to all categories of principal performers.

3. PAX TV

(a) Producer shall pay principal performers, except for group performers, for the use of commercials on PAX TV as follows:

On-Camera	\$20.00 per use
Off-Camera	\$15.00 per use

(b) Producer shall pay group performers for each use of a commercial on PAX TV as follows:

On-Camera Group 3-5	\$12.45	Off-Camera Group 3-5	\$9.05
On-Camera Group 6-8	\$10.60	Off-Camera Group 6-8	\$8.45
On-Camera Group 9+	\$8.60	Off-Camera Group 9+	\$7.05

(c) Neither session fees nor holding fees may be credited against the use payments provided above.

(d) No discounted rate for commercials of 15 seconds or less.

(e) All commercials broadcast on PAX TV shall be tracked and paid in 13-week cycles separate from other Program use. Payment for all uses that occur within a single week ending on Sunday shall be paid not later than 15 working days after the end of such week.

4. Local Program Commercials — Class B and C

The following rates are for Class B and C use for each 13-week cycle:

(a) All Principal Performers (except Group Performers)

	<u>On-Camera</u>	<u>Off-Camera</u>
Special Class B (including use in N.Y.) (11 – 20 cities)	\$1,012.20	\$ 723.90
Class B (not including use in N.Y.) (6 – 20 cities)	\$ 825.60	\$ 573.40
Class C (1 – 5 cities)	\$ 492.00	\$ 328.00

(b) Group Performers

	<b>On-Camera</b>			<b>Off-Camera</b>		
	<b>3 – 5</b>	<b>6 – 8</b>	<b>9 &amp; more</b>	<b>3 – 5</b>	<b>6 – 8</b>	<b>9 &amp; more</b>
Class B (6 – 20 cities)	\$644.70	\$570.10	\$466.05	\$237.55	\$198.00	\$161.85
Class C (1 – 5 cities)	\$426.40	\$378.95	\$309.85	\$188.95	\$157.25	\$129.00

5. Broadcast Lag

In view of the fact that, in the case of program commercials, the same episode or program of a series is not broadcast in all cities on the same date and more than 13 weeks is frequently required for the purpose of broadcasting 13 programs in a series, it is agreed as follows:

Although each 13-week cycle of program use of a commercial shall commence with its first use as a program commercial, such 13-week cycle shall not be deemed to be concluded until each of the 13 programs in the series has been broadcast in each city; provided, however, that in no event shall such cycle extend for more than 13 weeks in any one city, nor beyond 17 weeks after the use of the commercial in such cycle in any city.



## **35. CABLE**

This Section does not apply to, nor authorize the use of, commercials on pay TV systems, as that phrase is used in the Industry, which do not now carry commercial announcements.

### **A. Cable Transmission of Broadcast Commercials**

The following terms and conditions shall apply to commercials produced for broadcast use under this Contract ("Broadcast Commercials") which are subsequently used on an originating cable system (including WTBS):

#### **1. Cable Use Cycle**

A cable use cycle for any Broadcast Commercial shall be 13 consecutive weeks commencing with the first cable transmission of that commercial on any originating cable network or system (including WTBS).

Although each 13-week cycle of cable use shall commence with its first cable use, such 13-week cycle shall not be deemed concluded until the commercial has been transmitted 13 weeks on each cable network or system; provided, however, that in no event shall such cycle extend for more than 13 weeks on any cable network or system, nor beyond 17 weeks after the first transmission of the commercial on any cable network or system.

#### **2. Cable Use Fees**

Each principal performer in a Broadcast Commercial shall be paid not less than the appropriate amounts set forth in subsection C of this Section 35 as minimum compensation for all cable transmission of that commercial within each cable use cycle as defined in subsection A 1 above.

Such cable use fees shall be payable within 15 working days after the commencement of the cable use cycle.

Session fees and holding fees may not be credited against any cable use fee that may be due hereunder.

### **B. Commercials Produced for Cable Transmission Only**

The following terms and conditions shall apply to commercials produced for cable transmission only. Commercials produced under this Section shall not be used as non-air commercials as defined in Section 19, Test Market and "Non-Air" Commercials.

#### **1. Notice**

If Producer intends to produce commercials for cable transmission only, the principal performer shall be so notified at the time of audition or interview and at the time of hiring.

#### **2. Session Fee**

Producer shall pay each principal performer the applicable session fee for an 8-hour day (on-camera) or for a 2-hour recording session (off-camera), which shall also constitute payment for the first cable commercial produced on that day. Any overtime that may become due shall be computed on the basis of the session fee.

There shall be no limit on the number of commercials which may be produced in a day provided that such commercials may be produced for only those products or services of one designated advertiser which are created by the same advertising agency.

3. Session Fee Crediting

Producer shall not credit any session fees that may be due hereunder other than session fees for commercials produced for and transmitted on local cable systems only. In the event that a commercial produced for and transmitted on local cable systems is also transmitted on cable networks within 13 weeks of the session date, then the session fee may not be credited.

4. Exclusivity

Exclusivity shall not be acquired from a principal performer with respect to commercials produced under this Section 35 B, and a principal performer in a commercial produced under this Section shall be free to enter into a contract to perform in a Broadcast Commercial advertising any product or service competitive to the commercial produced under this Section. However, a principal performer who has granted exclusivity with respect to a Broadcast Commercial shall not have the right to enter into a contract to perform in a commercial under this Section which advertises a competitive product or service during the term of permissible use of the Broadcast Commercial. The provisions of Section 31, Holding Fee–Fixed Cycle, shall not apply with respect to commercials produced under this Section. Notwithstanding the foregoing, a principal performer who enters into a term contract to perform services in commercials under this Section on a continuing basis for compensation in a guaranteed amount above minimum, may agree to grant exclusivity subject to the Union’s consent to the terms of principal performer’s contract, which consent shall not be unreasonably withheld or delayed.

5. Cable Use Period

The maximum period of unlimited use of a commercial produced under this subsection B shall be 1 year from the date of production (“Maximum Cable Use Period”). Producer shall have the right to use commercials produced under this subsection B in 13-week use cycles provided that no use cycle may extend beyond the Maximum Cable Use Period. Producer shall make no further or additional use of the commercial unless each principal performer in the commercial has given prior written consent to such use on terms no less favorable to the principal performer than those provided in this Contract.

6. Payment

Payment for use of a commercial within each cable use period shall be as set forth in subsection C.

7. Restriction on Broadcast Use

A commercial produced under this subsection may not be used on broadcast television unless and until:

- (a) Each principal performer in the commercial has given prior written consent for such use, and
- (b) Each principal performer is paid not less than one session fee as an upgrade payment, which payment may not be credited against use.

**C. Cable Use Payment Structure**

- 1. The compensation to each principal performer for each 13-week cycle of cable use of the commercial (whether a Broadcast Commercial or a commercial produced for cable transmission only) shall be computed by multiplying the applicable unit price by the aggregate unit weight of all cable systems and networks on which the commercial is transmitted as set forth in the table below; provided, however, that in no event shall the compensation be less than the session fee nor more than the price for 2,000 units.

**TABLE OF CABLE UNITS AND PRICES PER UNIT**

CABLE	PRINCIPALS		ON CAMERA GROUPS			OFF CAMERA GROUPS		
	ON	OFF	3-5	6-8	9+	3-5	6-8	9+
Minimum	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
Units 1-50	8.81	5.84	6.46	5.70	4.73	3.74	3.23	2.65
Units 51-100	7.65	5.10	5.59	4.96	4.08	3.23	2.81	2.29
Units 101-150	6.50	4.32	4.76	4.20	3.49	2.76	2.39	1.94
Units 151-200	5.34	3.56	3.92	3.47	2.88	2.28	1.96	1.60
Units 201 to 1,000 ea.	0.67	0.44	0.50	0.44	0.37	0.29	0.25	0.19
Units 1,001 to 2000 ea.	0.63	0.43	0.46	0.41	0.34	0.27	0.23	0.19
Maximum (2,000 units)	\$2,581.00	\$1,723.00	\$1,896.50	\$1,678.50	\$1,395.00	\$1,102.50	\$949.50	\$766.00

EXAMPLES: One on-camera principal performer in a commercial exhibited on cable systems and networks aggregating 50 units, 1,000 units and 2,500 units respectively:

a) Calculation of 50 units

1 – 50 units	=	50 @ \$8.81	=	\$440.50
		Total	=	\$440.50
		Payment (Minimum)	=	\$535.00

b) Calculation of 1,000 units

1 – 50 units	=	50 @ \$8.81	=	\$440.50
51 – 100 units	=	50 @ \$7.65	=	\$382.50
101 – 150 units	=	50 @ \$6.50	=	\$325.00
151 – 200 units	=	50 @ \$5.34	=	\$267.00
201 – 1,000 units	=	800 @ \$0.67	=	\$536.00
		Payment Total	=	\$1,951.00

c) Calculation of 2,500 units

1 – 50 units	=	50 @ \$8.81	=	\$440.50
51 – 100 units	=	50 @ \$7.65	=	\$382.50
101 – 150 units	=	50 @ \$6.50	=	\$325.00
151 – 200 units	=	50 @ \$5.34	=	\$267.00
201 – 1,000 units	=	800 @ \$0.67	=	\$536.00
1,001 – 2,500 units	=	1,500 @ \$0.63	=	\$945.00
		Total	=	\$2,896.00
		Payment (Maximum)	=	\$2,581.00

- Unit weights are calculated by assigning one unit to each cable network or system plus an additional unit for each full 350,000 Television Household/Subscriber Count beyond the first 350,000.
- The assignment of unit weights is based upon Cable Television Household/Subscriber Count figures published by Multichannel News, TV & Cable Factbook, Mediaweek, CableWorld, Cablefax, Television & Cable and Television Week as set forth as Exhibit G, attached hereto (page 205), and apply to all commercials produced under this Contract and all prior contracts.

#### **D. Applicability of Commercials Contract**

Except as provided in Section 35 A, B, C and E all terms and conditions of the Commercials Contract shall apply to commercials produced under this Section.

#### **E. Extra Performers**

See Schedule D, Section 7.

### **36. INTERNET**

#### **A. Internet Use of Commercials Made for Initial Use on Broadcast Television**

1. Producer shall have the right to use a commercial made for broadcast television on the Internet unless, at the time of engagement, the performer withholds consent by checking the box provided for this purpose on the front of the contract.

2. Term of Internet Use

(a) Initial Term

Provided the right to broadcast use of the commercial has not terminated, Producer may initiate Internet use of the commercial for an initial term of one year or until termination of the maximum period of broadcast use if earlier.

(b) Extension Term

Upon conclusion of the one-year term of Initial Internet use, Producer may use the commercial for the remainder, if any, of the Maximum Period of Use. This period of use shall be known as the Extension Term. Producer shall have the right to Internet use during the Extension Term whether or not broadcast holding fees have been paid. Internet use during the Extension Term need not be contiguous to the Initial Term.

(c) Renewal Term

If the Maximum Period of Use has terminated or has not been renewed, Producer shall have no further right to Internet use unless each performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided below.

#### **EXAMPLES:**

(1) Producer pays a performer for one year of Internet use (Initial Term) during the 5<sup>th</sup> fixed cycle of a Maximum Period of Use (MPU), while a holding fee is still being paid. However, the holding fee for the 6<sup>th</sup> fixed cycle is not paid. The Producer's right to continue broadcast use expires but the Internet use may nevertheless continue until the end of the MPU. If the Producer wishes to extend Internet use beyond the end of the MPU, the Producer must obtain the written consent of the performer and must bargain for payment at no less than the rates provided below.

(2) Producer maintains holding fee payments throughout the MPU and pays for the Initial Term of Internet Use at the beginning of the 2<sup>nd</sup> fixed cycle. Prior to the end of the MPU, the performer exercises the right to negotiate for new terms for a subsequent MPU in accordance with Section 30 D. In this case, renewal of Internet rights is subject to individual bargaining between the performer (or the performer's agent) and the Producer.

(3) Producer maintains holding fee payments throughout the MPU and pays for the Initial Term of Internet use in the 6<sup>th</sup> fixed cycle. Performer fails to exercise rights under Section 30 D. Producer

has the automatic right to a new MPU with a renewal of all rights existing in the prior MPU, at the same rates as the prior MPU, including the right to new Initial and Extension Terms for Internet use, subject to the conditions set forth in Paragraph 2 (a) and (b) above.

3. Compensation

- (a) Initial Term – not less than 300% of the applicable session fee
- (b) Extension Term – not less than 300% of the applicable session fee

4. Time of Payment

All compensation shall be paid within 15 working days after the commencement of each period of permitted Internet use.

- 5. Neither session fees nor holding fees may be credited against any compensation payable for Internet use.
- 6. Exclusivity rights shall extend to the Internet only while holding fees continue to be paid.

**B. Commercials Made for Initial Use on the Internet**

- 1. In the event Producer desires to obtain exclusivity from a performer, the Producer shall obtain the consent of that performer and shall pay that performer holding fees plus compensation in an amount not less than the rate set forth in subsection A 3 above.
- 2. Except as provided in paragraph 4 below, Producer may bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent. Neither the Unions nor the Producers will promulgate minimum rates. The provisions of Schedule A – Working Conditions shall apply to all commercials produced under this subsection B, except that allowances and liquidated damages shall be agreed by direct bargaining with the performer or the performer's agent.
- 3. Not later than 12 working days after the Producer employs the performer for an Internet commercial, the Producer shall file with the Union a copy of the employment agreement.
- 4. The Producer shall make contributions to the Pension & Health Plans on all compensation paid to performers in accordance with the provisions of Section 46 of the Contract as hereby amended.
- 5. The Producer shall make no use of an Internet commercial on broadcast television or in any other medium unless the Producer bargains for the right to such other use at no less than the rates provided in the collective bargaining agreement applicable to such other use.
  - (a) In the event of broadcast use of an Internet commercial, Producer shall also pay each performer, for Internet use, not less than the difference, if any, between the amount previously paid for Internet use and the amount which would have been payable for use of a broadcast commercial on the Internet as provided in subsection A 3 above.
  - (b) Producer shall also pay each extra performer not less than the difference, if any, between the applicable minimum compensation rate provided in Schedule D, Section 6 A and the freely bargained rate initially paid to the extra performer.

**37. DEALER COMMERCIALS**

Principal performer shall be informed at the time he/she is auditioned or interviewed for a job or, if there is no audition or interview, at the time he/she is engaged whether the commercial is intended to be used as a Dealer Commercial and, if so, whether it is to be a TYPE A or a TYPE B commercial. However, such intention shall not preclude use of the commercial in other categories at the applicable rates.

The right to use a commercial as a Dealer Commercial payable at Dealer Commercial rates shall be subject to the principal performer’s consent as provided in the Standard Employment Contract form (Exhibit A of the Contract) at the time of execution. If this right is not acquired as herein provided prior to commencement of services, Producer shall have no right to so utilize the commercial.

**A. TYPE A Dealer Commercials**

1. A “TYPE A” Dealer Commercial is a commercial made and paid for by the manufacturer or distributor of the product or service which the commercial advertises, which commercial is to be delivered to dealers in such product or service, or to dealer associations whose members deal in such product or service, for telecasting by such dealers or dealer associations as a wild spot or as a Class B or Class C Program commercial on local non-interconnected stations and where the station time is contracted and paid for by the dealer or dealer association.

If the manufacturer or distributor elects to use a commercial as a TYPE A Dealer Commercial, the principal performer shall be paid not later than 15 working days after the first delivery to any dealer or dealer association the difference between the amount of the session fee previously paid him/her for such commercial and the amounts set forth in paragraph 3 below, which shall constitute the minimum use compensation as a TYPE A Dealer Commercial for the period stated below. Such period shall commence 15 days after the date of first delivery of the commercial to any dealer or dealer association, or six months after the commencement of the principal performer’s services in the commercial, whichever is earlier.

2. The term “dealer” as used in this subsection A, means an independent company which offers a product or service for sale to the public at retail and in which company the manufacturer or distributor has no substantial ownership interest or control. A dealer association is an association of such dealers.

EXAMPLE:

A commercial made and paid for by the Ford Motor Company advertising Ford cars and distributed to independent Ford dealers who then telecast it at their own expense would be a TYPE A Dealer Commercial if used in the manner described in the above Section.

3. The following rates shall be paid for the use of TYPE A Dealer Commercials for six-month periods:

- (a) All Principal Performers (except Group Performers)

	<i>On-Camera</i>	<i>Off-Camera</i>
Including use in New York City	\$2,007.70	\$1,398.40
Not including use in New York City	\$1,775.55	\$1,282.40

- (b) Group Performers

	<i>On-Camera</i>	<i>Off-Camera</i>
3 to 5	\$1,507.50	\$616.25
6 to 8	\$1,328.85	\$539.70
9 or more	\$1,032.80	\$385.35

**B. TYPE B Dealer Commercials**

1. A “TYPE B” Dealer Commercial is a commercial made and paid for by a national manufacturer or distributor of a product or consumer service which meets all of the following conditions:

- (a) The commercial is made and paid for by the national manufacturer or distributor of the product or consumer service which it advertises;

- (b) The commercial is delivered to a chain of local retail stores or, in the case of services, to local outlets, which are owned and operated by the national manufacturer or distributor, either directly or as a subsidiary company or through common ownership by a parent company of both the national manufacturer or distributor and the local retail stores or service outlets;
  - (c) The commercial is telecast as a wild spot or as a Class B or Class C Program commercial on local noninterconnected stations where the station time is contracted and paid for by the local retail stores or service outlets;
  - (d) The commercial advertises only a product sold or service marketed exclusively under the brand or trade name of the national manufacturer or distributor of such product or consumer service, and the commercial is used only by its own retail stores or service outlets;
  - (e) The commercial is “tagged” to identify the local retail stores or service outlets in the local markets in which it is telecast. Such “tags” may be live or on film or tape.
2. If the manufacturer or distributor elects to use a commercial as a TYPE B Dealer Commercial, the principal performer shall be paid, not later than 15 working days after the first delivery of the commercial to any local retail store or service outlet, the difference between the amount of the session fee previously paid him/her for such commercial and the amounts set forth in paragraph 3 below, which shall constitute the minimum use compensation as a TYPE B Dealer Commercial for the period stated below. Such period shall commence 15 days after the date of first delivery of the commercial to any local retail store or service outlet or six months after the commencement of the principal performer’s services in the commercial, whichever is earlier.
3. The following rates shall be paid for the use of TYPE B Dealer Commercials for six-month periods:

(a) All Principal Performers (except Group Performers)

	<i>On-Camera</i>	<i>Off-Camera</i>
Including use in New York City	\$3,086.95	\$2,100.55
Not including use in New York City	\$2,663.45	\$1,920.60

(b) Group Performers

	<i>On-Camera</i>	<i>Off-Camera</i>
3 to 5	\$2,292.00	\$938.85
6 to 8	\$2,020.45	\$821.70
9 or more	\$1,572.45	\$586.15

4. The national manufacturer or distributor making such TYPE B Dealer Commercials shall register with the Union its intention to make such commercials, which registration shall include a full disclosure of all information necessary to show that such commercials fully meet the requirements of this subsection B. In the event of failure to so register, such commercials shall not qualify as TYPE B Dealer Commercials.

**C. Renewal of Use Period — Dealer Commercials**

The use of Dealer Commercials may be renewed for additional periods of 6 months by again making the applicable payments specified above, subject to the provisions of Section 30, Maximum Period of Use of Commercials. Advertising agencies signatory hereto or to Letters of Adherence, who produce or acquire Dealer Commercials produced under this Contract, shall remain liable in all respects under this Contract as long as such commercial continues to be used as a commercial. At the time of the delivery of a Dealer

Commercial to a dealer, the manufacturer or distributor shall notify such dealer, in writing, substantially as follows:

*“This commercial has been produced under the provisions of the SCREEN ACTORS GUILD 2003 COMMERCIALS CONTRACT and its use is governed thereby. Accordingly, the dealer is granted a limited license only to use this commercial as a wild spot and on local programs until \_\_\_\_\_.”*  
*(date)*

*Upon that date, under our present arrangements, all rights to use this commercial expire.”*

The provisions of Section 24, Union Standards, shall apply with respect to Dealer Commercials acquired by a signatory advertising agency from a nonsignatory employer.

#### **D. Commercials Qualifying as Both Type A and Type B Dealer Commercials**

A single commercial may qualify as both a TYPE A Dealer Commercial and a TYPE B Dealer Commercial if used in the manner described in both subsection A and subsection B hereof. In such case payment shall be made for both TYPE A Dealer use and TYPE B Dealer use.

#### **EXAMPLE:**

A commercial made by a tire manufacturer which is delivered to independent retail dealers for use in the manner described in subsection A and to its own retail stores for use in the manner described in subsection B shall be paid for as both a TYPE A Dealer Commercial and a TYPE B Dealer Commercial.

#### **E. Franchising Operations**

1. A commercial made and paid for by a manufacturer, distributor or service organization engaged in the business of licensing a name, format or method of doing business (franchising operations), as opposed to a manufacturer or distributor primarily engaged in the distribution or sale of a product or service, may be paid for at the TYPE B Dealer Commercial rates, provided both of the following conditions are met:
  - (a) The commercial is delivered to its franchisees or an association of such franchisees for telecasting as a wild spot or Class B or Class C Program commercial on local noninterconnected stations where the station time is contracted and paid for by the franchisees or franchisees' association;
  - (b) The commercial advertises only a product or service marketed under the trademark, brand or trade name of the franchisor.
2. The provisions of paragraphs 2, 3, and 4 of subsection B hereof relating to TYPE B Dealer Commercials shall also be applicable and deemed to be incorporated herein.
3. Examples of franchising operations included herein are restaurants, motels, “fast food” services, laundry and dry cleaning services, self-improvement schools and equipment maintenance operations (including parts replacements).

#### **F. Applicability of Commercials Contract**

Except as otherwise expressly provided above, all provisions of this Contract shall be applicable to Dealer Commercials.

### **38. PROGRAM OPENINGS AND CLOSINGS (COMMERCIAL BILLBOARDS)**

- A. A standard program opening and closing and standard lead-ins and lead-outs made for a designated program taken together may be deemed the equivalent of a single commercial and shall be paid for as a



commercial hereunder. Such opening and closing, lead-ins and lead-outs may include reference to the advertiser's name, product or service and "the claim" for such product or service, as the term is commonly understood in the Industry, but may not include any commercial message on behalf of such product or service. The rates for such program openings and closings are the applicable program rates for a single commercial under this Contract, including the applicable guarantees and discounts.

It is the intent of this subsection A that, if the same product or service is referred to in both the opening and closing, the claim made for such product or service may be split to include part in the opening and part in the closing.

- B. When a standard program opening and closing and standard lead-in and lead-out is used as such on more than one program series, it shall be deemed a separate commercial for each program series on which it is used and therefore paid for as separate commercials.

One or more elements of a standard opening or closing or a standard lead-in or lead-out may be used separately, in which case each such element shall be deemed a separate commercial and payment for its use shall be computed in the usual manner without any program series restriction.

Openings or closings other than standard openings or closings shall be deemed separate commercials for all purposes hereunder.

- C. If, during any cycle during which an opening and closing is being used, either the opening or the closing is remade using the services of the same principal performer as appeared in the original, the principal performer shall be compensated for his/her services in making such new opening or closing and it may be substituted for the original for the remainder of the current cycle.

(See Agreed Interpretation 8, page 147.)

### **39. SIGNATURES — OFF CAMERA**

- A. Signatures are musical signatures or themes done at the beginning or end, or both, of television programs as customarily understood in the television industry. Signatures are included in the term "commercials" if mention is made of the advertiser's name, product or service.
- B. The following are the minimum fees for use of signatures for a 13-week cycle. The use may be continued during additional cycles by paying each singer the same amount as was paid for the original 13-week cycle:

Solo and Duo .....	\$1,188.95
Group 3 to 8.....	\$ 936.25
Group 9 or more.....	\$ 809.90

### **40. SEASONAL COMMERCIALS**

A seasonal commercial is a commercial which is especially related, by audio or video reference, to a particular "season," such as a commercial designed for use as a Christmas commercial, June Bride commercial, Valentine's Day commercial, Bock Beer commercial, Spring changeover commercial, etc.

If a principal performer is engaged for a seasonal commercial, it shall be so stated in his/her contract.

All the terms and conditions of this Contract shall apply to seasonal commercials except as follows:

- A. A seasonal commercial may be used for a period not to exceed one 13-week cycle, plus an optional contiguous period of not more than 2 consecutive additional weeks in the next cycle, in a season. If the commercial is used for more than such period, it shall not qualify as a seasonal commercial.

- B. The maximum period of permissible use of a seasonal commercial for all categories of principal performers shall be 2 consecutive seasons, provided the commercial is used as a seasonal commercial in the first season. Additional periods of use may be obtained with the consent of the principal performer.
- C. If Producer intends to use a commercial as a seasonal commercial for a second season, the principal performer shall be paid a holding fee, which shall not be credited. Such holding fee shall be due 12 working days after the end of the 13-week (or optional 15-week) period and, if not so paid, the right of Producer to use the commercial shall terminate.
- D. Where Producer continues the use of the seasonal commercial beyond the first cycle, applicable use fees for use in the second cycle shall be payable and no part of such fees paid for the second cycle may be credited against the holding fee required by subsection C hereof to hold the use of the commercial for an additional season.
- E. No exclusivity may be acquired by Producer with respect to the principal performer's employment in seasonal commercials. If exclusivity is acquired by Producer, the commercial shall not qualify as a seasonal commercial.

## **41. FOREIGN USE OF COMMERCIALS**

### **A. Use Fees**

It is the intention hereof to provide rates for the exhibition of commercials made under this Contract when exhibited in foreign use, i.e., outside the United States, its commonwealths, territories and possessions, Canada and Mexico, whether such use is in addition to domestic use or solely for foreign use.

If Producer wishes to acquire the right to exhibit commercials outside the United States, its commonwealths, territories and possessions, Canada and Mexico, the individual principal performer's contract shall contain a provision granting such right at additional compensation to the principal performer of not less than the following amounts:

1. For use in the United Kingdom (England, Scotland, Wales and Northern Ireland), an amount not less than triple the session fee;
2. For use in Europe other than the United Kingdom, an amount not less than 2 additional session fees;
3. For use in the Asian-Pacific zone (Australia, China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Taiwan, Thailand), an amount not less than an additional session fee;
4. For use in Japan, an amount not less than an additional session fee.
5. For use anywhere in the world outside of the United Kingdom, Europe and the Asian-Pacific zone, an amount not less than an additional session fee;

The applicable amounts payable for such foreign use shall be due and payable upon the first use of a commercial in each of the aforementioned areas. Such payment shall cover all such uses within a single period of maximum use as defined in Section 30, Maximum Period of Use of Commercials. Separate additional fees shall be payable for each renewed period of maximum use.

### **B. Maximum Period of Use**

1. Except as provided in Paragraph 2 of this subsection B, foreign use of commercials shall be subject to the provisions regarding maximum permissible period of use as set forth in Section 30, Maximum Period of Use of Commercials.

2. Producer has the option at any time during the maximum period of use to extend foreign use rights for 9 months beyond the 21-month maximum period of use upon payment of not less than an additional 50% of the appropriate foreign use fee(s) for the area(s) in which the commercial is to be used, subject to the following conditions:
  - (a) Exclusivity shall not apply to principal performers in a commercial which is no longer being used or held domestically;
  - (b) Producer may not exercise the option to extend foreign use rights after the principal performer has served notice of termination pursuant to Section 30 D;
  - (c) A notice given by a principal performer pursuant to Section 30 D with respect to any commercial for which the extension option has been exercised shall also serve as notice with respect to the right of foreign use beyond the extended foreign use period.
- C. Producer shall promptly notify the Union, in writing, of any release of a commercial for foreign use which requires payment under the provisions of this Section.
- D. In the event a commercial is made solely for foreign use and is so used, only one on or off-camera session fee as is appropriate may be credited against such foreign use.

## **42. THEATRICAL OR INDUSTRIAL EXHIBITION**

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.

Payment for use of a commercial on a videocassette, laser disc, DVD, CD or like formats that is given, sold, or rented to the public shall be not less than 320% of the applicable session fee.

Such payments shall cover all such use within a single period of maximum use as defined in Section 30, Maximum Period of Use of Commercials. Separate additional fees in such amounts shall be payable for theatrical or industrial exhibition for each renewal period during which the commercial is used hereunder.

Notwithstanding the foregoing, no payment shall be required for use of commercials at toy fairs which are not open to the general public if the principal performer has been paid not less than the minimum compensation provided in Section 20. Principal performers in commercials produced under Section 19 shall be paid the difference between the non-air rate and session fee.

## **IV. GENERAL TERMS**

### **43. PAYMENT**

Payments to each principal performer shall be made as follows:

#### **A. Session and Audition fees**

Payment of session for services rendered for each commercial shall be made not later than 12 working days after the day or days of employment and for any audition payments due, not later than 12 working days after the day or days of audition.

#### **B. Holding Fee**

Payment of the holding fee shall be made not later than the first day of the fixed cycle for which it is payable.

**C. Local Program Commercials (Special Class B, Class B and Class C)**

The applicable payment for each cycle of use shall be made not later than 15 working days after the date of first use in such cycle.

**D. Wild Spots**

The applicable payment for each cycle of use shall be made not later than 15 working days after the date of first use in such cycle, except that adjustments for unit compensation not ascertainable at the time of first use shall be paid in full not later than 15 working days after the completion of such cycle.

**E. Class A Program Commercials**

Payment for all Class A Program uses that occur within a single week from Monday through Sunday shall be made not later than 15 working days after the end of such week.

**F. Foreign Use**

Payment for foreign use shall be made not later than 15 working days after the date of first use in any foreign market.

**G. Program and Wild Spot Use Under Schedule C – Spanish Language Commercials**

Payments for Program and Wild Spot use cycles under Schedule C – Spanish Language Commercials, are due not later than 15 working days after the date of first use in such cycle, except that adjustments for wild spot unit compensation not ascertainable at the time of first use shall be paid in full not later than 15 working days after the completion of such cycle.

**H. Guarantees**

The discounts permitted for guarantees shall be applicable only when the guarantee is made prior to the first use and is paid in full within 12 working days after the guarantee is given to the principal performer. Additional uses beyond those to which the guarantee applies shall be paid not later than 15 working days after the end of the week in which such use occurred, as provided in subsection E hereof. Payments shall be deemed made upon receipt by the principal performer or upon posting in the United States mail.

**I. Foreign Currency**

In any case where payment is made in foreign currency such payments shall be adjusted to the proper rate of exchange so that in no case shall the principal performer receive less than the equivalent in U.S. dollars of the minimums required by the Contract.

**J. Adjusting Undisputed Overpayments**

1. Where an overpayment has been made to a principal performer and there is no factual dispute with respect to such overpayment, the Union will cooperate with Producer to have the principal performer return the incorrect payment to Producer as promptly as possible. Alternatively, the overpayment may be credited against subsequent payments due to the same principal performer under the following circumstances:
  - (a) The overpayment and subsequent payments are made for the same advertising agency.
  - (b) The overpayment and subsequent payments are made on behalf of the same advertiser even if the advertising agencies are not the same.
2. Subject to the conditions and limitations set forth below, other payments due under this Contract may be applied to recoupment of an overpayment made under this Contract by a different advertising agency (where the same advertiser is not involved) if, in an initial letter to the principal performer,

Producer identifies the overpayment as to the amount, date, commercial, advertiser and agency involved and:

- (a) Producer obtains written authorization from the principal performer in response to the initial letter; or
- (b) Producer sends a second notice to the principal performer with a copy to the Union no later than 90 days after the initial notice by registered or certified mail, return receipt requested, and the principal performer does not object in writing within 30 days after delivery of Producer's second notice. Under this paragraph (b), Producer may not reduce the gross amount of any subsequent payment by more than 25%.

At the time of recoupment, Producer shall identify the payment from which the overpayment is being recouped, including the amount of such payment, nature (session fee, use fee, etc.), the commercial advertiser and agency involved.

- 3. The Union will continue its existing policy to assist Producers in adjusting overpayments in accordance with the above guidelines. In those instances where a Producer and a principal performer are unable to agree upon an arrangement, the Union will, at Producer's request, actively participate in an effort to resolve the matter.
- 4. Claims for overpayment shall be barred if not made within 6 months after the date of overpayment.

#### **44. OVERSCALE PAYMENTS AND GUARANTEES**

- A. No compensation in excess of the minimum amounts provided for in this Contract paid to a principal performer for his/her services in making a commercial or for any use or period of use thereof may be credited by the Producer or advertiser against any use fees payable to such principal performer, unless there is a specific provision in writing to that effect in the principal performer's individual contract of employment. Except as above provided, there may be no crediting of overscale compensation.
- B. Where a principal performer is guaranteed in his/her contract a fixed sum of money, principal performer may agree to credit against such fixed sum compensation for making commercials, use fees and holding fees.
- C. Where a principal performer is guaranteed a fixed sum of money against which use fees are to be credited, and permissible edits or integrated commercials are produced utilizing photography or sound track edited or integrated from materials made for the commercial(s) originally produced under the principal performer's contract, all applicable payments required for such edited or integrated commercials may be credited against the principal performer's guarantee in the same manner and at the same rate as for the original commercial(s).
- D. With respect to stunt performers, no overscale payment for performing a stunt in a commercial may be credited against any use fees.

#### **45. LIQUIDATED DAMAGES FOR LATE PAYMENT**

- A. In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the principal performer for each day beginning with the day following the date of default: \$3.00 per day up to 25 days (excluding Saturdays, Sundays and holidays which Producer observes) up to a maximum of \$75.00. Thereafter, the liquidated damages payment shall cease unless either the Union or the principal performer gives written notice to Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within 12 working days thereafter, the Producer shall be liable for an immediate additional liquidated damages payment of \$75.00 plus further liquidated damage payments at the rate of \$10.00 per day from the date of the receipt of notice of nonpayment, which shall continue without limitation as to time until the delinquent payment together with all liquidated damages are fully paid. Such liquidated

damages shall be in addition to any and all other remedies which the Union may have against Producer under this Contract.

The liquidated damages herein provided shall not be invoked if the principal performer is at fault for failure to execute his/her W-4 Form or other required tax forms or if the principal performer, having been furnished an engagement contract on or before the date of employment, fails to return the signed contract promptly, or when there is a bona fide dispute as to compensation.

- B. In the event of a claim, any undisputed sums due and payable to principal performer shall nevertheless be paid within the time periods specified in Section 43, Payment. Failure to make timely payment shall activate the liquidated damages provisions hereof.
- C. Liquidated damages for late payment shall accrue commencing 12 business days after the settlement of a disputed claim.
- D. In the event Producer fails to make timely payments as required hereunder, the Union may, by written notice, require the payment of session fees, use fees and other fees to be sent to principal performers in care of a designated Screen Actors Guild office.

#### **46. CONTRIBUTIONS TO PENSION AND HEALTH PLANS**

- A. Producer and advertising agencies signatory to Letters of Adherence, shall become parties to the "Screen Actors Guild-Producers Pension Plan for Motion Picture Actors" and "Screen Actors Guild-Producers Health Plan for Motion Picture Actors" and to the "Industry Advancement and Cooperative Fund" ("IACF"). Producers shall contribute an amount equal to 14.30% of all gross compensation paid to principal performers as herein defined with respect to television commercials produced on and after October 30, 2003. Such contribution shall be allocated as follows: 0.3% to the IACF and 14% to the Pension and Health Plans. Of such 14%, 4.75% will be allocated to the Pension Plan and 9.25% to the Health Plan. The allocation of the 14% between the Health Plan and the Pension Plan may be changed at any time during the term hereof by the Boards of Trustees of said Plans based on actuarial studies.
- B. This Section 46 applies with respect to extra performers employed in accordance with Schedule D.
- C. The term "gross compensation" as used in this subsection A means all salaries, session fees and other compensation or remuneration including holding fees and use fees, foreign use payments and theatrical or industrial use payments; excluding however, allowances; payments for meal period violations; rest period violations; traveling, lodging, or living expenses; liquidated damages for late payments; flight insurance allowance; reimbursements for special hairdress or for wardrobe maintenance or damage to wardrobe or personal property; but without any other deductions whatsoever. Such term also includes amounts paid to an employee with respect to services as a principal performer or as an extra performer ("performer") (including compensation paid as salary settlements) whether or not any services were performed.
- D. If, during the term of this Contract, the Union negotiates a higher rate of employer contributions than 14.30% with the AMPTP or any successor organization, for its theatrical and TV film contracts, this Contract may be reopened for negotiations with respect to pension and health contributions only.
- E. Where Producer borrows acting services from a signatory loan-out company, or enters into a contract with a principal performer under which covered services and noncovered services are to be provided, the following shall apply:
  - 1. There will be a separate provision in principal performer's agreement or loan-out agreement covering only acting services. Where other services are involved and there is a dispute over the portion of the compensation allocated to acting services, the principal performer's "customary salary" shall be given substantial consideration in resolving such dispute.
  - 2. Contributions shall be payable on the amount allocated to covered services.

3. The Producer shall have the obligation to make the contributions directly to the Plans whether the agreement is with the principal performer or with the principal performer's loan-out company.
  4. If, prior to the date on which Producer assumed the obligation to make the contributions directly to the Plans, a loan-out company has failed to make the applicable pension and health contributions on behalf of the loaned-out principal performer pursuant to the provisions of any applicable SAG Commercials Contract, Producer shall not be liable for such contributions if the loan-out company failed to pay such contributions more than 4 years prior to the date of commencement of the audit that gives rise to the claim (whether or not it is of the loan-out company's records or the borrowing Producer's records). The date of commencement of the audit shall be deemed to be the date of actual audit entry, but in no event later than 90 days after the date of the Plans' notice of intent to audit. In the event that the Plans conclude, based on an audit of a loan-out company's records, that there exists a claim for unpaid contributions, the Plans or the Union must give the borrowing Producer written notification of any such claim for unpaid contributions at the time that the loan-out company is notified of such claim.
  5. Claims against Producer for pension and health contributions on behalf of principal performers borrowed from a loan-out company, or claims against Producer on behalf of principal performers employed directly by the Producer, must be brought within 4 years from the date of filing of the compensation remittance report covering such principal performers.
  6. Any claim for contributions not brought within the 4-year period referred to in subsections F 4 and 5 above shall be barred.
- F. It is understood that the Pension and Health Plans are industry-wide and open to all Producers and advertising agencies signatory to any of the Union's collective bargaining contracts or Letters of Adherence thereto which provide for payments to the Plans as above set forth. By signing a Letter of Adherence to the Trust Agreement hereinafter referred to and upon acceptance by the Trustees, Producers and advertising agencies shall be deemed bound by the terms and conditions of the Plans and to have appointed the Producers' Trustees and Alternate Trustees previously appointed.
- G. The funds contributed to the Pension Plan and the Health Plan shall be trust funds and shall be administered under the Screen Actors Guild-Producers Pension Plan Agreement, and the Screen Actors Guild-Producers Health Plan Trust Agreement both dated February 1, 1960, which Agreements and Declarations of Trust shall become part of the collective bargaining contract. The Trust Fund for the Pension Plan shall be used solely for the purpose of providing pension benefits for employees covered by the Union's collective bargaining contracts in the motion picture industry who are eligible for benefits under the Pension Plan and for expenses in connection with the establishment and administration of such Pension Plan. The Trust Fund for the Health Plan shall be used solely for the purpose of providing welfare benefits for employees covered by the Union's collective bargaining contracts in the motion picture industry who are eligible for benefits under the Health Plan, and in the discretion of the Trustees for their families, and for expenses in connection with the establishment and administration of such Health Plan.
- The Trustees shall determine the form, nature and amount of Pension and Health benefits, respectively, the rules of eligibility for such benefits and the effective dates of such benefits.
- H. The Plan of pension benefits shall be subject to the approval of the Internal Revenue Service as a qualified Plan. If any part of the Plan is not approved, the Plan shall be modified by the Trustees to such form as is approved by the Internal Revenue Service.
- I. The Declarations of Trust shall provide that no portion of the contributions thereof may be paid or revert to any Producer.
- J. Producers and advertising agencies shall furnish the Trustees of each Plan, upon request, with the required information pertaining to the names, job classification, Social Security numbers and wage information for all persons covered by this Contract, together with such information as may be reasonably required for the

proper and efficient administration of the Pension Plan and the Health Plan, respectively. Upon the written request of the Union to the Producer, such information shall also be made available to the Union.

- K. No part of the Producer's contributions to such Plans may be credited against the performer's overscale compensation or against any other remuneration that the performer may be entitled to, no matter what form such other remuneration may take nor shall such contributions constitute or be deemed to be wages due to the individual employees subject to this Contract, nor in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

#### **47. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES**

Session fees, holding fees, use fees and all other compensation paid to principal performers and all compensation paid to extra performers covered by this Contract for or in connection with the making and use of commercials constitute wages and as such are subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Advertising agencies or others, such as production companies, payroll agencies or loan-out companies, who assume the contractual obligation to make such payments shall also make the required payments, reports and withholding with respect to such taxes. Nothing herein shall relieve the Producer or Union of their respective obligations under this Contract.

The period of service for which compensation is ordinarily paid to principal performers covered by this Contract is a 13-week period. The "part-year employment method" of withholding as currently set forth in Section 31 — 3402(h)(4)-1(C) of the Internal Revenue Code and Regulations or any applicable successor Regulations, shall be utilized for any principal performer upon his or her request provided that the principal performer qualifies for such method of withholding under the Internal Revenue Code and Regulations and the form of declaration for each such use shall be attached to the principal performer's employment contract.

If Producer withholds taxes or makes any other payroll deductions which are not required or are in excess of the amount required by U.S. State or Federal law, Producer shall promptly reimburse the principal performer and the extra performer ("performer") the entire amount erroneously withheld upon performer's request and appropriate documentation, provided that the request is made during the then current calendar year.

#### **48. PRINCIPAL PERFORMER'S RIGHTS VESTED**

The right of a principal performer to compensation for the use of a commercial shall be a vested right and shall not be affected by the expiration of this Contract or by any act on the part of the Producer.

#### **49. CONTRACT INCORPORATED IN PERFORMER'S INDIVIDUAL CONTRACT; WAIVERS**

- A. The applicable provisions of this Contract shall be deemed incorporated in the individual contract of employment between Producer and each principal performer or extra performer ("performer") and Producer and the performers shall each be bound thereby as to all services performed after the effective date hereof. Nothing contained in this Contract shall be construed to prevent any performer from negotiating with and obtaining from any Producer better terms than are provided herein.
- B. No waiver by any performer of any of the applicable terms of this Contract shall be requested of the performer or become effective unless the consent of the Union is first had and obtained. Such consent may be oral, but the Union agrees that all oral waivers will be confirmed in writing by it. Whenever the Producer is entitled to a waiver, the Union agrees to issue the same without cost.



## **50. REQUIRED RECORDS AND REPORTS**

### **A. Producers**

1. All payments of compensation for the services of principal performers hereunder and for the use of commercials shall be made by check to the principal performer entitled thereto, as provided in this Contract. A check voucher or statement in the standard form attached hereto as EXHIBIT C shall accompany each check and shall contain complete information identifying commercials, advertiser, dates, numbers of sessions, as well as unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number. Producer shall place original commercial identification on first payment for each new commercial or permitted edited version which contains footage from the "original" commercial. Producer shall maintain adequate records showing each commercial produced and delivered by it hereunder, the name of the advertiser for whom it was made, the names of the principal performers employed therein, the amount of the session fee, the date of the principal performer's services, the date of delivery, and the number of commercials for which payment is required.

Producer shall provide each principal performer employed under a guarantee contract a statement not less frequently than quarterly which shall contain complete information detailing the amount of session fees, holding fees and use fees credited against the guarantee, including a complete description of the type of use as required by this Section 50.

2. Producer shall furnish to the Union and to the Pension and Health Plans office a Production Report, in the form attached hereto and marked EXHIBIT B, within 12 working days after the completion of the principal performer's services in the commercial. If any of the principal performers listed on such Production Report is employed by an advertising agency and not by the Producer, that fact shall be noted on the Production Report and in such event the agency shall forthwith furnish to the Union copies of the individual employment contracts of such principal performers. Upon delivery of the commercial or commercials, but in any event not later than 30 days after the completion of the principal performer's service therein, the Producer shall give to the Union a copy of the Production Report containing the following additional information:
  - (a) The production number or any other appropriate identification of the commercial or commercials delivered;
  - (b) The number of commercials delivered and the date of delivery;
  - (c) The number of versions of each commercial delivered;
3. In case of grievances, disputes, or alleged disputes hereunder, Producer will make available to the Union for inspection, upon demand, all relevant production reports, records and principal performers' contracts and the Union will make available to Producer for inspection, upon demand, data relevant to the claim other than privileged or confidential information.

### **B. Producers, Purchasers, Assignees and Transferees**

1. Each Producer and each purchaser, assignee and transferee of a commercial produced under this Contract shall maintain adequate records showing each commercial delivered to it, the date of delivery, the name of the advertiser, the names of the principal performers appearing therein, payments made, date of first use and kind of use. In case of grievances or disputes arising under this Contract, such Producer and such purchaser, assignee or transferee will make available to the Union on reasonable notice all such records.
2. Each Producer, purchaser, assignee or transferee of a commercial produced hereunder shall accompany each check given to a principal performer in payment for use with a check voucher or statement in the standard form attached hereto as EXHIBIT C containing the following:

- (a) Separate identification of each commercial by name of advertiser, product, date of original session and production or code number;
  - (b) The type of use: If spot use, the dates of cycle and number of units used. If program use, the class of use, dates of cycle or dates of individual uses if usage is Class A. If cable use, the dates of cycle and number of units used. If Internet use, the dates of the term of use. If holding fee, voucher shall so state;
  - (c) Compensation for the use of each commercial shall be separately set forth;
  - (d) The expiration date of the maximum period of use of a commercial;
  - (e) The first check voucher shall also state the date of commencement of the first fixed cycle;
  - (f) Producer shall place original commercial identification on first payment for each new commercial or permitted edited version which contains footage from the "original" commercial;
  - (g) Unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number.
3. A report for each commercial produced hereunder, in the form of EXHIBIT B, shall be furnished to the Union and to the Pension and Health Plans Office of the Screen Actors Guild-Producers Pension and Health Plans for Motion Picture Actors by each purchaser, assignee or transferee, within 15 working days after the commencement of the second fixed cycle and at 13-week intervals thereafter, as long as such commercial is used. In the event any purchaser, assignee or transferee of a commercial produced hereunder shall willfully and intentionally fail or refuse to keep such records or shall willfully and intentionally fail or refuse to make any payments due any principal performer, or shall be guilty of repeated and intentional breaches of any of its obligations hereunder, the Union, at its option, and in addition to all other remedies which it or any principal performer may have at law or equity, may after notice to such party, giving a reasonable time to cure such default, order its members thereafter to refuse to perform services for any producer in commercials which are to be made for such purchaser, assignee or transferee.

Whenever credit is taken for any prior overpayment, Producer shall report the pertinent data regarding such credit to the Union and to the Pension & Health Plans office within 15 working days after the credit is taken. Such report shall include the detailed information required for reports of compensation payments to principal performers.

**C. Verification and Auditing**

Producers shall be required to furnish to the Union on reasonable notice, records to verify accuracy of payments to principal performers including the markets in which commercials are telecast and their use cycle dates or if Class A Program use, individual use dates, and other pertinent information.

**D. Testimonial and Endorsement Commercials Data**

With respect to testimonial and endorsement commercials, on request of the Union, Producer shall supply documentary evidence establishing that the commercial is a testimonial or endorsement commercial necessitating the use of the actual person(s) giving the testimonial or endorsement.

**E. Broadcast Reporting Systems (Monitoring)**

In recognition of the essential value of developing accurate broadcast reporting systems, Producer agrees to honor reasonable requests from the Union for data and information necessary to evaluate such systems.

Industry will make the effort to encourage the utilization of the Industry Standard Commercial Identification (ISCI) coding system or its successor, AD-ID. The parties to this Contract endorse the utilization of uniform coding systems as being constructive.

Producer shall promptly provide the Union upon its request, a copy of any commercial heretofore or hereafter produced under its collective bargaining agreement. If the commercial is not the subject of a specific claim, Producer shall nevertheless furnish a copy of the commercial to the Union upon its request, provided that (a) the commercial has been broadcast and (b) the Union will pay the actual cost for the copy of the commercial.

The Joint Policy Committee and the Union shall establish a joint committee to investigate identification factors for commercials and the subsequent use of such factors. The committee will issue a report on the results of its investigation no later than April 30, 2001.

#### **F. Notice of Production**

If the Union has reason to believe that a Producer is evading the terms and conditions applicable to production, then, on written request from the Union, Producer shall supply reasonably in advance of production, information available regarding location(s), date and time of production, for whom such production is taking place (i.e., agency and advertiser) and the number of principal performers expected to be used and other pertinent data.

#### **G. Production Time Reports**

1. It shall be the required custom and practice to proffer a production time report ("the report") to all principal performers at the end of each day, which report may include other principal performer(s) in the commercial(s) working that day and which reflects time in and out, meal periods, hairdress, travel, etc. for such principal performer(s). Such report shall not be offered in blank but shall, in all cases be filled in by Producer in ink. The principal performer(s) shall initial or sign such report in ink. The principal performer(s) may object to the accuracy of the information contained in the report. The signing or initialing of the report by the principal performer(s) shall not preclude the principal performer(s) from filing a timely claim.

If a Member Report is used in lieu of contracts for singers, a production time report shall not be required in such case.

2. A copy of the report for the previous week shall be sent to the Union no later than 12 business days after the date of production.
3. In the event of repeated breach after written notice from the Union, liquidated damages in the amount of \$150 shall be payable to the Union for each breach thereafter. A breach is the failure to file a production time report.
4. In the event of a negotiated stunt adjustment, the amount of such adjustment shall be indicated on the stunt performer's production time report and initialed by both the stunt performer and the person authorized to negotiate such adjustment. When the contract includes the production time report, the stunt adjustment shall be inserted in the Special Provisions section of the contract, as provided in Section 9 B, and initialed by both parties.

#### **H. Labor Relations Contact**

Each agency shall advise the Union of its designated Labor Relations contact to whom claims, notices and other matters may be addressed.

## **51. MEMBER REPORTS**

In the event the Union or any branch of the Union adopts a system of using "Member Reports" under which members are required to report their employment in commercials and for tests, auditions and interviews, Producer agrees to initial such Member Report at the time of performance. Such Member Report shall contain such information regarding the principal performer's employment as the Union shall determine appropriate. It is understood that the duty and responsibility of filling out and filing the Member Report is that of the principal performer, or of the Contractor in the case of group singers, the Producer being required only to initial the executed form.

A Standard Member Report in the form of EXHIBIT D shall be used for this purpose.

## **52. PRODUCER, UNION AND PERFORMER RESPONSIBILITY**

It shall be the responsibility of the Producer faithfully to perform all its obligations hereunder, including but not limited to the employment of principal performers and extra performers ("performers"), Preference of Employment, Union Security provisions, prompt payment of the rates as hereunder provided, and the prompt and timely payments of the appropriate use fees.

It shall be the responsibility of the Union faithfully to observe its obligations under this Contract, to encourage observance by its members, and to take appropriate disciplinary action against any member who knowingly or willfully violates this Contract and the terms of his or her employment agreement including the exclusivity provisions thereof when charges of such violations are filed by an aggrieved Producer. In no way does the above derogate from any right which the Producer, Union or the performer may have to seek separate redress for any breach.

The Union will undertake to notify and inform its franchised agents of the mutual responsibility set forth herein and to encourage their adherence in their relationship with principal performers and Producers.

## **53. INDEMNIFICATION — PRINCIPAL PERFORMERS**

- A. Subject to the provisions of D, E and F hereof, in the event any other member of the cast, production staff, crew or any other person, firm or corporation shall suffer injury to his or her person and/or property, of any kind whatsoever by reason of, or as a result of, the performance by any principal performer or stunt performer (hereinafter in this Section called "performer"), of a stunt or act in the course and scope of his/her employment under this collective bargaining agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain or incur by reason of such performance. In the event legal action is taken, against the performer, either jointly with the Producer or alone, the Producer shall at his/her own cost and expense and without undue delay provide the defense of the performer in all such litigations.
- B. In the event any legal action in the courts or before Administrative bodies results by reason of, or as a result of, any material or action of a performer included in a commercial in the scope and course of his/her employment under this collective bargaining agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain by reason of such performance. In the event legal action, in the courts or administratively is taken against the performer, either jointly with the Producer, or alone, Producer shall at his/her own cost and expense and without undue delay provide the defense of the performer in all such litigations.
- C. The indemnity provided for in A and B above shall be limited to actions of the performer which he/she takes pursuant to the direction, control or request of the Producer or the Producer's designee, or material provided to the performer by the Producer or his/her designee. The performer shall similarly indemnify the Producer against any liability, loss, damages and costs, including reasonable counsel fees, which the

Producer may at any time sustain or incur by reason of any action taken by the performer contrary to the direction of the Producer or outside the course and scope of his/her employment or by reason of any fraudulent material provided by the performer.

- D. The indemnitee shall notify the indemnitor promptly in writing in case knowledge shall come to the indemnitee of any claim or litigation arising out of such performance and thereafter deliver to the indemnitor every demand, notice, summons, complaint or other process received by him/her or his/her representative relating thereto.
- E. The indemnitor shall have the right to assume full and complete control of the defense of any claim or action. The indemnitee shall cooperate fully in the defense so provided by indemnitor of such claim or action, and upon the indemnitor's request, shall attend hearings and trials and whenever possible, assist in (i) securing and giving evidence; and (ii) obtaining the attendance of witnesses at such hearings and trials.
- F. The indemnitee shall not make any settlement or compromise of any such claim or litigation without the prior written consent of the indemnitor. Any settlement or compromise by the indemnitee without indemnitor's prior consent of any such claim or litigations shall nullify indemnitor's obligation under A or B above.
- G. If the indemnitee has reason to believe that any indemnitor does not have financial resources sufficient to cover its indemnity under this Contract, then the indemnitee may require that insurance be provided so as to cover any reasonable liability which the indemnitor may incur. When the indemnitee is a performer, the Union may act on his/her behalf in making a reasonable determination of financial responsibility.
- H. Nothing herein contained shall be construed to: (i) deprive indemnitor of any lawful defense to such claim or action including the defense that such claim arose by reason of indemnitee's acts outside the scope of his/her employment; or (ii) expand Producer's liability to any person under the applicable Workers' Compensation Law.
- I. In any instance where a stunt coordinator is engaged pursuant to the requirements of this Contract, the stunt coordinator acting in the course and scope of his/her employment shall be entitled to indemnification in the same manner and to the same extent as a principal performer or stunt performer pursuant to A above, subject to the following:
  - 1. The indemnification to a stunt coordinator shall be provided only by the production company or such other party who directly engages the stunt coordinator.
  - 2. Nothing herein contained shall be construed or used by any party as a basis for asserting whether or not stunt coordinators perform services covered by this Contract.

#### **54. INDUSTRY-UNION STANDING COMMITTEE**

The Standing Committee shall consist of 5 Industry representatives and 5 Union representatives. Three Industry and 3 Union representatives may act as the Committee. The Committee shall meet from time to time upon request of either party and may establish such regular meetings as it deems proper. The Committee shall have the following functions:

- A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Contract, and as to any abuses or grievances, which arise during the term hereof affecting performer-Producer relationships generally and for which no remedy is provided for hereunder;
- B. To make every effort to prevent and remedy abuses arising under this Contract; to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee;

- C. To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Contract and which will aid in promoting harmonious performer-Producer relationships;
- D. To consider any cases of possible inequity arising out of exclusivity brought to its attention and to recommend specific action in reference thereto. While recommendations of the Committee shall not constitute precedents, they shall be recorded and made available to the contracting parties for future consideration;
- E. To review, in general, exclusivity clauses, the necessity and reasonableness of which are questioned by the Union and to make specific recommendations in reference thereto;
- F. To consider inequities arising out of "tie-in" for products other than those of the advertiser;
- G. To consider any cases of inequity brought to its attention arising out of contracts for the performance by the performer of additional services other than in television commercials or the method of contracting therefor;
- H. To consider and make recommendations concerning any problems, complaints and disagreements or interpretations arising under Sections 7, Still Photographs; 10, Intended Use Notice; 14, Policy of Nondiscrimination and Affirmative Action; and 26 I, Editing of Commercials;
- I. To review, revise and promulgate report forms and other records appropriate to carry out the purposes and provisions of this Contract;
- J. To study and evaluate practical methods of opening the casting process to performers not previously appearing in commercials;
- K. To study the issue of persons smoking at work and audition sites;
- L. To study the application of governmental rules and regulations and network and station practices which restrict the employment of professional actors particularly in connection with the restrictions which inhibit the engagement of professional actors in testimonial-type commercials and further to consult with network and station representatives and governmental officials and use its best efforts to bring about an application of such rules, regulations and practices which will enlarge employment opportunities for professional actors in such commercials;
- M. To consider any issue relating to the humane treatment of animals during the production of commercials;
- N. To study the problems of implementation in connection with insuring against liability arising out of injuries to persons or property during performance. During the negotiations, the Union proposed that insurance protection be provided principal performers by Producers against liability arising out of injuries to persons or property during performance. The Industry representatives agreed with the intent and purpose of that proposal but found that the implementation thereof was a problem. Accordingly, this problem was referred to the Standing Committee for resolution;
- O. To study and investigate problems arising out of independent casting agencies;
- P. To study and evaluate stunt qualifications or any on-going safety issues;
- Q. To study methods by which a stunt coordinator can be indemnified when rendering services only as a stunt coordinator;
- R. To consider the issue of whether fixed travel times should be established for travel to and from airports in cities other than New York and Los Angeles;

- S. The decisions of the majority of the Committee made pursuant to the following sections of Schedule D shall be final and binding upon the Union and Producer:

<u>Section</u>	<u>Heading</u>
3	Hiring of Extra Performers
10	Payment Requirements
17 (subsection G)	Interviews
17 (subsection Q)	Dressing Rooms, Sanitary Provisions, Telephone Access
19	Preference of Employment

In the event the Industry-Union Standing Committee fails to make a decision with respect to a dispute under Section 17, subsection Q, it is agreed that either party may submit such dispute to arbitration.

- T. The Industry-Union Standing Committee shall study the includability under the Producer's General Liability insurance policy of any extra performer who is required to drive a vehicle other than his/her own in order to insure such extra performer against liability for property damage or personal injury;
- U. The Industry-Union Standing Committee shall discuss and review the establishment of open interview hours by Producers or their designated casting agencies.
- V. The Industry-Union Standing Committee shall determine time limitations for the initiation of certain types of claims which shall be applicable on a trial basis. The Standing Committee shall also consider ways to expedite the resolution of claims, including the referral of certain claims to a mutually approved umpire.
- W. Improved procedures for Producer to verify a performer's status with respect to Union Security shall be referred to the Standing Committee for study.
- X. The Industry-Union Standing Committee shall meet no later than February 28, 2001 for the specific purpose of discussing the "streaming" of commercials over the Internet.

## **55. TRANSFER OF RIGHTS — ASSUMPTION AGREEMENT**

- A. Upon the sale, transfer, assignment or other disposition by Producer of any commercials produced by it hereunder, the Producer shall not be responsible to the Union or to any Union members for any payments thereafter due with respect to the use of such commercials or for a breach or violation of this Contract by such transferee, if the Union approves the financial responsibility of such transferee in writing and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

**SCREEN ACTORS GUILD**

**Television Commercials Transfer of Rights — Assumption Agreement**

**TRANSFEROR:**

**TRANSFeree:**

\_\_\_\_\_  
*(Company Name)*

\_\_\_\_\_  
*(Company Name)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(City, State, Zip)*

\_\_\_\_\_  
*(City, State, Zip)*

This agreement is effective \_\_\_\_\_.

Transferee hereby agrees with Transferor that all television commercials covered by this agreement (listed below\*) are subject to the Screen Actors Guild Commercials Contract under which the commercials were produced.

Transferee hereby agrees expressly for the benefit of Screen Actors Guild and its members affected thereby to make all payments of 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 required under the provisions of said Contract with respect to 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 television commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to telecast such television 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 Guild, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to the Guild of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to the Guild a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.



**\*COMMERCIALS COVERED BY THIS AGREEMENT:**

TITLE AND I.D. NUMBER	PRODUCT	SESSION DATE
<i>(List all other commercials on reverse side of this form)</i>		
_____	_____	_____
<i>(Company Name of Transferor)</i>		<i>(Company Name of Transferee)</i>
_____	_____	_____
<i>(Signature of Officer)</i>		<i>(Signature of Officer)</i>
_____	_____	_____
<i>(Type Officer's Name and Title)</i>		<i>(Type Officer's Name and Title)</i>

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCIAL INFORMATION: (Needed only if Transferee is not signatory to SAG Commercials Contract)		
Transferee's Bank: Name _____	Branch: _____	
Address: _____	Fax: _____	
Phone: _____	Staff Referral: _____	Acct. #: _____

**APPROVED FOR SCREEN ACTORS GUILD**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

- B. Where a Producer produces a commercial hereunder for an advertising agency signatory to this Contract or a Letter of Adherence hereto:
1. The advertising agency shall guarantee payment of the applicable session fee for such commercial;
  2. The advertising agency shall make all payments of holding fees and use fees and otherwise comply with this Contract with respect to such commercial;
  3. The Producer shall not be responsible to the Union or any Union member for any payments of holding fees and use fees or for any breach or violation of this Contract by the advertising agency; and
  4. The agreement set forth in subsection A of this Section 55 need not be obtained.

**56. LETTERS OF ADHERENCE**

The term "Producer," as used in this Contract, includes advertising agencies who sign Letters of Adherence. Such Letters of Adherence shall constitute a binding obligation of any such advertising agencies and shall be delivered to the Union and shall be in the following form from authorizers to the Joint Policy Committee.

Dated \_\_\_\_\_

Dear Sirs or Ms.:

We acknowledge receipt of a copy of the Screen Actors Guild 2003 Commercials Contract and we are familiar with its terms. We join in the desire to promote stability in the Industry and to maintain harmonious relations with the Screen Actors Guild and its members. To that end, we hereby become a party to and agree to abide by and conform to all of the terms and conditions of the aforementioned Commercials Contract on our own behalf and on behalf of advertisers for whom commercials are produced by or through our agency.

Without limiting the generality of the foregoing, we agree expressly for the benefit of Screen Actors Guild and all persons covered by the terms of the aforementioned Commercials Contract that we will make the payments of holding fees and use fees for commercials as provided in the aforementioned Contract, and that we will make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to said payments. It is further agreed that we will make all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans required under the aforementioned Commercials Contract with respect to such payments. It is expressly understood and agreed that our right to telecast such commercials shall be subject to and conditioned upon prompt payment by us of such use fees and other payments, and the Union shall be entitled to injunctive relief in the event such payments are not made.

Very truly yours,

\_\_\_\_\_  
(Advertising Agency)

By \_\_\_\_\_

Address \_\_\_\_\_

## 57. ARBITRATION

All disputes and controversies of every kind and nature whatsoever between any Producer and the Union or between any Producer and any principal performer and extra performer ("performer") arising out of or in connection with this Contract, and any contract or engagement (whether overscale or not and whether at the minimum terms and conditions of this Contract or better) in the field covered by this Contract as to the existence, validity, construction, meaning, interpretation, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Contract and/or such contract or engagement, shall be submitted to arbitration in accordance with the following procedure:

- A. The Union, acting on its own behalf or on behalf of any person employed under this Contract, or the Producer concerned, may demand such arbitration in writing. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If the parties cannot agree upon a single qualified person within 5 working days after the demand for arbitration, the party demanding arbitration shall serve upon the other a notice which shall include the name of the arbitrator appointed by the party demanding arbitration. Within 3 working days after such notice, the other party shall name its arbitrator, or in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the American Arbitration Association ("AAA") and the 2 arbitrators so selected shall name a third within a period of 5 working days and in lieu of their agreement upon such third arbitrator, he/she shall be appointed by the Arbitration Committee of the AAA. Each party shall bear its own arbitration expenses.

The parties have agreed to the use of a predetermined list of arbitrators, which list shall be maintained by the AAA. Upon receipt of written notice from a party requesting arbitration, the AAA will select, from the list, in random order, a single arbitrator to hear the case. However, if the arbitrator so selected is not available within 21 days of the date of the notice to the AAA, the AAA will make another random selection from the list. If no arbitrator on the list is available within 21 days, the AAA will select from the list that arbitrator who is available on the earliest date.

The parties shall send a joint letter to the AAA informing it of the above process and the initial panel of arbitrators agreed upon. This panel may be increased or decreased from time to time by mutual agreement of the parties. Until such time as the parties have agreed upon a panel of single arbitrators for use in any area in which the Union maintains a branch or office, the foregoing provisions shall be applicable to the selection of arbitrators.

- B. The hearing shall be held on 10 working days' notice and shall be concluded within 14 days unless otherwise ordered by the arbitrator(s). The arbitration award shall be made within 7 days after the close of the submission of evidence, shall be final and binding upon all parties to the proceeding and judgment upon such award may be entered by any party in the highest court of the forum, State or Federal, having jurisdiction.
- C. The word "Producer" as used in this Contract includes any third person to whom a commercial has been sold, assigned, transferred, leased or otherwise disposed of. Any Producer including such third party "Producer" may file with the Union the name and address of an available person in New York City, or in Los Angeles, upon whom service of a demand for arbitration and other notices and papers under this Section may be made. If such name and address is not on file with the Union, or if although on file the named person is not available, the Producer irrevocably appoints the Secretary of the AAA as his/her agent to accept service and receive all notices, demands for arbitration and service of process in actions on the award in any suit by the Union or Union members. Producer further agrees that such notices, demands for arbitration and other process or papers may be served on the foregoing persons by registered mail sent to their last known address with the same force and effect as if the same had been personally served.
- D. The parties agree that the provisions of this Section shall be a complete defense to any suit, action or proceeding instituted in any Federal, State or local court or before any administrative tribunal with respect to any controversy or dispute which arises during the period of this Contract and which is therefore arbitrable as set forth above. The arbitration provisions of this Contract shall, with respect to such controversy or dispute, survive the termination or expiration of this Contract.
- E. The Union shall be an ex-officio party to all arbitration proceedings hereunder in which any performer is involved and may do anything which a performer named in such proceeding might do. Copies of all notices, demands and other papers filed by any party in arbitration proceedings and copies of all motions, actions or proceedings in court following the award shall be promptly filed with the Union.
- F. Nothing herein contained shall be deemed to give the arbitrator(s) the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Contract.
- G. It is the policy of the Union not to process unduly late claims.

See Sideletter No. 2, page 151.

## **58. NO STRIKE CLAUSE**

Part III of Schedule B hereof, entitled "Strikes", is by this reference incorporated herein and made a part hereof.

## **59. NOTICES**

All notices which the Producer desires or is required to send to a principal performer shall be sent to not more than 2 addresses which the principal performer may designate, one of which shall be the address which principal performer designates for the sending of payments on his or her Standard Employment Contract. The Standard Employment Contract shall provide a place for inserting the address to which notices shall be sent to principal performer and to Producer.

Principal performer and Producer shall notify the other in writing of any changes in address from those specified on the Standard Employment Contract.

## **60. WAGE CONTROL**

In the event any increase provided for hereunder becomes subject to wage control and needs governmental approval and in the event it is deemed necessary to submit the wage adjustments made under this Contract to a governmental body or agency for approval and they are to any extent disallowed, the amounts disallowed shall be paid retroactively as soon as payment may lawfully be made.

## **61. CONTRACT BINDING**

With respect to commercials produced within the jurisdiction of the Union, this Contract shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignments or the like shall succeed to or become entitled to a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Contract shall likewise bind domestic subsidiary advertising agencies and film producers engaged in the production of film commercials within the jurisdiction of the Union (including "House Agencies" of advertiser signatories); provided, however, if such subsidiary produces commercials for local advertisers in cities in which the Union has a local contract to represent the Union, then such Union local contract shall apply; and provided further that if there are no such local contracts, then this Contract shall not apply to such subsidiary with respect to local production for local advertisers in that area.

## **62. PRODUCTION STAFF**

The following persons shall not be employed as principal performers with respect to the production of any commercial: persons on the payroll of the advertising agency; staff or crew of the production company; or any person involved in the casting process. This provision shall not be applicable (i) to animal handlers (appearing in a scene in which they handle animals), (ii) to actor/directors, actor/writers, or actor/producers, or singers engaged in similar activity, (iii) in emergencies on location and in studios.

Producer shall pay to the Union, as liquidated damages, an amount equivalent to the minimum applicable session fee for each commercial for which such person is employed during a single engagement, up to a maximum of two such session fees.

## **63. TREATMENT OF ANIMALS**

The Producers confirm and reiterate their commitment to the principle that animals should be humanely treated during the production of television commercials.

Any issue relating to this subject may be referred to the Industry-Union Standing Committee under Section 54 of this Contract.

## **64. ALTERNATE METHOD OF COMPENSATION**

The parties agree to explore alternate methods of compensation for principal performers appearing in television commercials; the parties agree to meet for this purpose in sufficient time before October, 2006 in order that meaningful exploration of alternate methods of compensation and agreement, if any, on this subject can be negotiated before October 29, 2006, the expiration date of the 2003 Commercials Contract.

## **65. SEPARABILITY**

If any clause, sentence, paragraph, or part of this Contract or the application thereof to any person or circumstances, shall for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Contract, but shall be confined in its operations to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Contract would have been accepted even if such invalid provisions had not been included.

The parties hereto recognize that from time to time during the course of their bargaining, new laws have been enacted with provisions that have remained unclear and several provisions of this Contract declaring established past practices have been readopted in the absence of any known problem or legal question. It has always been and is the intention of the parties to interpret and apply all provisions of the Contract in accordance with the requirements of law. To that end, we declare that if any provision of this Contract is found to be in violation of law, this Contract shall be deemed modified or amended accordingly. All terms and conditions of this Contract are separable.

## **66. HEADINGS AND INDEX**

The headings in this Contract and the Index attached hereto, are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

## **67. TITLE**

This Contract shall be known as the SCREEN ACTORS GUILD 2003 COMMERCIALS CONTRACT.

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

### **I. ON CAMERA**

#### **A. Consecutive Employment**

##### **1. Other Than Overnight Location Employment**

When an on-camera principal performer is employed, other than on an overnight location, consecutive employment shall not apply; however, unless Producer informs the performer at the time of hiring of the subsequent dates on which the performer's services are to be rendered, performer's subsequent service dates shall be subject to the performer's availability.

##### **2. Overnight Location Employment**

Employment of an on-camera principal performer on an overnight location shall be for consecutive days not including Saturday and Sunday, from the beginning of his/her employment until completion of principal photography, subject to recall for retakes, added scenes or sound track, process shots, trick shots, or transparencies; provided that, if recalled for any such purposes, the principal performer shall be paid only for the day or days spent in performing such services. Principal performers who are held over on location on Saturday or Sunday and do not work shall be paid at straight time for each such day.

If, within a week after termination of a principal performer, the principal performer is recalled for purposes other than retakes, added scenes, etc., compensation shall be paid for time intervening between termination and dismissal. If the principal performer is not recalled until more than a week after termination, no compensation shall be due for intervening time; provided, however, that such exception to consecutive employment shall be available to a Producer only once with respect to each principal performer in a commercial.

The Union will follow a liberal policy in granting waivers of consecutive employment when the principal performer is recalled within a lesser period than seven days when warranted under the particular circumstances.

Stunt performers and pilots shall not be entitled to consecutive employment.

#### **B. Overtime**

A principal performer shall receive time-and-one-half for the ninth and tenth hours and double time thereafter, in hourly units. Principal performers receiving more than two times the session fee per commercial per day shall receive time-and-one-half instead of double time after the tenth hour. Except as otherwise herein provided, makeup, hairdress, wardrobe or fittings shall be work time for all purposes including overtime.

#### **C. Engagement**

##### **1. A principal performer shall be considered definitely engaged in any of the following events:**

- (a) When the principal performer is given written notice of acceptance;
- (b) When a form contract signed by the Producer is delivered to the principal performer; or when a form contract unsigned by Producer is delivered to a principal performer and is executed by principal performer and returned to Producer within 48 hours;

- (c) When a script is delivered to the principal performer; however, this does not include delivery of a script for a test, audition or interview, nor the submission of a script for the purpose of permitting the principal performer to see if he/she desires the engagement;
  - (d) When the principal performer is fitted; this shall not apply to wardrobe tests;
  - (e) When the principal performer is given a verbal call which he/she accepts;
  - (f) When the principal performer is told he/she will be used but no date is set;
  - (g) When the principal performer is told not to accept an engagement for a commercial advertising a competitive product or service.
2. Neither auditions nor interviews shall constitute an engagement.
  3. When a principal performer is engaged and not used for any reason other than his/her default, illness or other incapacity, he/she shall be entitled to a session fee or his/her guarantee, whichever is greater. If the principal performer who is selected is unavailable when called to render actual services, he/she shall not be entitled to a session fee.

A principal performer who is replaced in a commercial for reasons other than his/her default, illness or other incapacity, after commencement of his/her services pursuant to his/her engagement and before the completion of engagement, shall receive his/her guarantee, or a session fee in addition to payment for services rendered to that time, whichever is greater.

#### **D. Postponement and Cancellation of Calls**

1. The Producer shall have the right to cancel any call without payment because of impossibility of production due to "Force Majeure".
2. The Producer shall have the right upon 24 hours' notification (except that such notification may not be given on a Saturday, Sunday, or holiday) to postpone a call to a mutually acceptable date within a period of 15 working days after the original date. In the event of such postponement, an amount equal to one-half the applicable session fee shall be paid to the principal performer. In the event production does not take place within said 15-day period, then another payment equal to one-half the applicable session fee shall be paid to the principal performer and principal performer is thereupon released.

Only one such postponement shall occur during the 15-working day period specified above. None of the payments provided for herein which become due by reason of postponement or cancellation of calls may be credited against session fees payable to principal performer as a result of services rendered when production does take place.

#### **E. Rest Period**

1. The principal performer shall be entitled to a 12-hour consecutive rest period from the time he/she is finally dismissed until his/her first call thereafter, whether for makeup, wardrobe, hairdress or any other purpose.
2. The above provisions regarding the rest period shall be subject to the following exceptions (provided however that exceptions (a), (c) and (d) do not apply to minors — see Section AA 8, Employment of Minors, Work Hours and Rest Time):
  - (a) Where the Producer is photographing on a nearby location and exterior photography is required, the 12-hour rest period may be reduced to 10 hours, but such reduction may not again be allowed unless a day without such reduction intervenes. The reduction to 10 hours in the circumstances

described applies only if both of the days between which the rest period intervenes are spent on a nearby location.

- (b) Where a principal performer arrives at his/her place of lodging on an overnight location after 9:00 P.M. and does not work that night, the rest period with respect to the first call following such arrival may be 10 hours instead of 12 hours, but the first call must be at the place of lodging.
  - (c) Where more than one night's travel (by ordinary means of transportation) is required to reach a location and the principal performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling to or from such location shall not be work time or travel time for purpose of computing the 12-hour rest period.
  - (d) Where an overnight trip to or from location is required, and the same takes at least 7 hours to reach and the principal performer is given a berth on a boat or train, or if the principal performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the 12-hour rest period.
  - (e) Where a principal performer is on an overnight location and is to be transported to and from a sub-location, the rest period may be reduced to the extent of travel time to and from the sub-location, but in no event by more than ½-hour at the beginning and ½-hour at the end of such day; but if the rest period is reduced to 10 hours under paragraph (b) above, no additional ½-hour may be deducted at the beginning of work on such day. The first call at the lodging for work (including makeup, hairdress, wardrobe, or travel) determines the time of first call for the next day for the purpose of computing the rest period.
3. The principal performer may waive the rest period without the Union's consent, but if he/she does so, he/she shall be entitled to liquidated damages of a session fee or \$500, whichever is the lesser sum. The principal performer may be required to waive the rest period if the violation is not over 2½ hours. The above liquidated damages of a session fee or \$500, whichever is the lesser sum, shall be automatically incurred in any case in which the principal performer waives the rest period. The liquidated damages may not be waived without the consent of the Union.
  4. Singers shall be given a 5-minute rest period in each hour of recording. All on-camera principal performers, except for minors, shall be given a 5-minute rest period in each hour of photography. A minor shall be given a 15-minute rest period in every two-hour period of the work day.

#### **F. Makeup, Hairdress, Wardrobe and Wardrobe Allowance**

1. The Producer may require any principal performer to report made up, with hairdress and/or in wardrobe, without assistance from the Producer and in such case, any time spent by the principal performer therein prior to the principal performer's first call shall not be work time for any purpose, but the Producer may not have the principal performer do any such preparation at any place designated by the Producer. The mere fact that a dressing room is furnished the principal performer, to which he/she is not directed to report, is not a designation of a place for preparation. In the case of wardrobe, for this subsection to apply, the principal performer must be either allowed to take home the wardrobe or must be furnished a dressing room and the wardrobe must be available to the principal performer in the dressing room. Any call by the Producer for makeup, hairdress or wardrobe is a call to work and not within the exception made within this subsection. Any principal performer to whom Producer supplies the services of a makeup artist for makeup, or hairdresser for hairdressing, shall be considered to have a call for makeup or hairdress.
2. Where the principal performer has reported pursuant to a call for makeup, hairdress or wardrobe, the time so spent shall be work time.



3. Producer shall either provide any special hairdress required or, in the event Producer required a principal performer to furnish such special hairdress necessitating an expenditure, Producer shall provide an advance covering the expenditure at facilities designated by Producer.
4. Where makeup or hairdress, other than ordinary street makeup or hairdress, is required by Producer, a professional shall be provided for the purpose of applying and maintaining such makeup and hairdress.
5. On-camera principal performers who supply specified personal wardrobe worn during rehearsal or production shall receive a maintenance fee for such wardrobe at the following rates:

Non-evening wear	—	\$16.90 per costume change
Evening wear	—	\$28.20 per costume change
6. Wardrobe supplied by the on-camera principal performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided that notice of such damage or loss is given Producer within a reasonable time. In the event the damaged or lost article is covered by insurance, Producer's liability shall be limited to the difference between the principal performer's insurance recovery and its cost of replacement or repair. Producer may, at his/her option, require that principal performer leave valuables in a secure place to be provided by Producer. If principal performer fails to avail himself/herself of such a facility, he/she shall forfeit his/her right to recovery under this subsection. In the case of loss or damage, reimbursement shall be made by Producer within 4 weeks.
7. Stunt doubles shall be provided with duplicate properly fitting wardrobe which shall be properly cleaned after prior use by another performer.
8. Adequate facilities shall be provided for removing makeup and hairdress, which may be the same facilities used for applying makeup and hairdress. Time spent in removal of complicated or extraordinary makeup or hairdress, but not ordinary makeup and hairdress, shall be work time, but shall be paid at straight time in hourly units.

**G. Work Time — Definition and Exceptions**

1. For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the principal performer is required to and does report as directed, until the time such principal performer is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:
  - (a) Allowable meal periods, as provided by Section H;
  - (b) Casting or audition calls, as provided by Section I;
  - (c) Individual voice and photographic tests, as provided by Section J;
  - (d) Fittings, as provided by Section K;
  - (e) Story, song and production conferences, to the extent provided by Section L;
  - (f) Study of lines or script, to the extent provided by Section M;
  - (g) Interviews for publicity purposes, as provided by Section N;
  - (h) Publicity stills, to the extent provided by Section O;
  - (i) Makeup, hairdress and/or wardrobe to the extent provided by Section F;
  - (j) Travel time, to the extent provided by Section X.

2. Any period during which the principal performer fails or refuses, or is unable because of disability to render services, and any period during which the principal performer, at his/her own request, is excused from rendering services, shall not be work time for any purpose.
3. After the principal performer has been employed and after the starting date of such employment, none of the provisions of this Section shall break the continuous employment of such principal performer, except as provided in subsection 2.

**H. Meal Periods**

Allowable meal periods shall not be counted as work time for any purpose. The principal performer’s first meal period shall commence within 6 hours following the time of his/her first call for the day; succeeding meal periods of the same principal performer shall commence within 6 hours after the end of the preceding meal period. A meal period shall not be less than ½-hour nor more than one hour in length. If, upon the expiration of such 6-hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no liquidated damages for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no liquidated damages for the violation, but if such delay shall continue beyond ½-hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time. If on location and after commencement of work time, the company is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be 6 hours after such breakfast.

If by reason of a long makeup, wardrobe or hairdress period of a principal performer, application of the rule would require calling a meal period for such principal performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such principal performer before the time for his/her set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such principal performer shall be given a meal period within 6 hours from the time such food is made available to the principal performer.

The liquidated damages to each principal performer for meal period violations shall be:

First ½-hour .....	\$25
Second ½-hour .....	\$25
Third ½-hour .....	\$50
Each additional ½-hour .....	\$50

**I. Casting and Auditions**

1. Auditions

- (a) An audition for a given commercial or commercials must be scheduled by Producer for a specific time and the principal performer or his/her representative notified thereof. A call to the principal performer’s representative shall be deemed sufficient.

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

This Audition Report Form shall provide for information regarding ethnicity, sex, disability, and age range and shall include a written statement informing the principal performer of the purpose for requesting such information and that compliance is on a voluntary basis. The 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 II(a).
- (iv) Whether the audition is for an on-camera or off-camera principal performer or for a radio commercial.
- (v) 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 the 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 sixty (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 Paragraph (ii) above. Such information shall be provided within sixty (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 mailed to the nearest Union office on the first and fifteenth of each month. It shall be Producer's responsibility to examine all Audition Report Forms before mailing, 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 payable to the Union. Failure to mail Audition Report Forms on any due date is a breach.

- (b) If, at either a first or a second audition, the principal performer is required to remain for more than 1 hour from the time of call or arrival, whichever is later, he/she shall be compensated for all time on said call in excess of 1 hour, at straight time, in ½-hour units, at the rate of \$33.45 per unit.
- (c) A third audition shall be not less than 2 hours, for which the principal performer shall be paid a minimum fee of \$133.75. For all time in excess of 2 hours, the principal performer shall be paid at straight time in ½-hour units, at the rate of \$33.45 per unit.
- (d) A fourth and all subsequent auditions shall each be for not less than 4 hours and the principal performer shall be paid a minimum fee of \$267.50 for each such audition. For all time in excess of 4 hours, the principal performer shall be paid at straight time in ½-hour units, at the rate of \$33.45 per unit.
- (e) Pension and Health contributions shall be paid on all compensation payable to the principal performer hereunder for all audition calls.

- (f) If any on-camera audition is videotaped, filmed or viewed over closed-circuit television, and the principal performer is given lines to speak, he/she shall be provided with legible cue cards or a mechanical prompting device.
- (g) If the principal performer is required to memorize lines for an audition which he/she has been given to learn outside the studio, he/she shall be compensated at ½ of the session fee.
- (h) Improvisations During Auditions

If a principal performer is to be required to improvise during an audition, he/she shall be so advised prior to the audition. When principal performer is required to improvise during an audition, such audition shall be deemed an ad lib or creative session call from the inception of such audition call and the principal performer shall be paid for such services as set forth in subsection 2, paragraph (a) of this subsection (Ad Lib or Creative Session Calls).

Definition: Ad Lib or 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.

- (i) 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 shall be compensated for such excess time shall be determined by arbitration.
- (j) If the principal performer reads or speaks lines which he/she has not been given to learn outside the studio, without photography or sound recording, the same shall constitute an “audition”.
- (k) Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.
- (l) 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.
- (m) A recorded audition used as a scratch track shall be paid at the demo fee.
- (n) When a principal performer is given an audition call, he/she shall be given complete information as to the anticipated use of the commercial, nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of unusual working conditions, work involving animals, stunts, hazardous work or conditions (such as dancers performing knee work), improvisations and required nudity. 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.  
  
Producer may not require a principal performer to wear specific wardrobe to an audition. However, Producer may provide a principal performer with information concerning 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.
- (o) 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.
- (p) Adequate seating shall be provided at all auditions.

## 2. Ad Lib or Creative Session Calls

An “Ad Lib or Creative Session Call” is a work call involving ad lib or improvisational performances where no script is provided, or when a principal performer is required to deviate substantially from a

prepared script in a manner created or conceived by the principal performer or to invent situations which he/she performs. 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 \$212.05 which shall be deemed compensation for 1 hour of such improvisational services. For all time spent in excess of 1 hour, the principal performer shall be paid in ½-hour units, at the rate of \$106.03 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 shall be paid, in addition to his/her session fee, an additional 50% of such session fee for each commercial in connection with which he/she renders such ad lib or creative services and such additional fee or fees may not be credited.
- (c) Definition: Ad Lib or 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. Individual Voice and Photographic Tests**

A principal performer may be given an individual voice or photographic test without compensation, subject to the following limitations:

1. The principal performer's services may not be required for more than 1 hour, including waiting time. If more than the above specified time is required, the principal performer shall be paid for all excess time in hourly units at not less than scale.
2. The principal performer may not be required to read or speak lines which he/she has been given to learn outside the studio.
3. The results of the principal performer's services may be used only for the purpose of testing the individual voice or photography of the principal performer, and the Producer shall give the principal performer a written statement that such results will be used for no other purpose without the written consent of the principal performer. If the principal performer gives such consent, the use of such material shall be subject to all of the provisions of this Contract.
4. This Section permits the making of individual tests only, and not mass or group tests, nor audition films.
5. This Section does not apply to fittings, wardrobe or makeup tests, which are subject to Section K hereof.

#### **K. Fittings, Wardrobe Tests, Makeup Tests**

1. Time spent by a principal performer in fittings shall be paid for as follows:
  - (a) Fittings on the same day that the principal performer works:
    - (i) Time spent in such fittings shall be work time and part of the principal performer's continuous day, the same as wardrobe.
    - (ii) If 4 hours or more intervene between the end of the fitting call and the beginning of the work call, and the principal performer is dismissed in the interim, the fitting shall be paid for as though it were on a prior day on which the principal performer did not work.

- (b) Fittings on a day prior to work:

Where a principal performer is fitted on a day prior to the day on which he/she works, he/she shall be entitled to one hour minimum pay for each call. Additional time shall be paid for in 15-minute units. Principal performers receiving more than 2 times the session fee per commercial per day shall not be entitled to any compensation for such fittings.

- (c) Principal performer fitted and not used:

If the principal performer is fitted and not used in the commercial for which he/she was fitted, he/she shall be entitled to one day's pay; such principal performer shall not be entitled to any further compensation.

- (d) A call to determine whether principal performer's own wardrobe is appropriate shall be deemed covered by the provisions of this Section K.

## 2. Wardrobe Test and Makeup Test:

- (a) If a principal performer is given a makeup or wardrobe test and not used in the commercial for which he/she was tested, he/she shall receive ½ session fee for each day on which he/she is given such test.
- (b) If a principal performer is given a makeup or wardrobe test and is used in the commercial for which he/she was tested, he/she shall be paid as follows:

- (i) Tests on the same day that the principal performer works:

Time spent in such tests shall be work time and part of the principal performer's continuous day, the same as fittings.

- (ii) Tests on a day prior to work:

Where a principal performer is given a makeup or wardrobe test on a day prior to the day on which he/she works, he/she shall be entitled to 1-hour minimum pay for each call. Additional time shall be paid for in 15-minute units. Principal performers receiving more than 2 times the session fee per commercial per day shall not be entitled to any compensation for such tests.

## L. Story, Song and Production Conferences

Story, song and production conferences on any day on which the principal performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of principal performers.

## M. Study of Lines or Script

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

## N. Publicity Interviews

Time spent by the principal performer in publicity interviews, whether on a day the principal performer works or otherwise, shall not be counted as work time for any purpose, but the principal performer shall be under no obligation to report for such interviews.

## **O. Publicity Stills**

If the Producer desires the services of the principal performer in making publicity stills, the principal performer agrees to render such services. If the Producer desires such services of the principal performer without the payment of compensation therefor, it may request from the Union a waiver for such purpose and the Union agrees to grant such waiver if it considers it to be of benefit to the principal performer. If the Union does not grant such waiver and the Producer uses the services of the principal performer for publicity stills, the principal performer shall be paid for such services a minimum of 2 hours' compensation and for time in excess of 2 hours in hourly units.

## **P. Rehearsal Time**

1. The reading of lines, acting, singing or dancing, in preparation for the principal performer's performance, in the presence and under the supervision of a representative of Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.

(See Agreed Interpretation 15, page 148.)

2. Auditions, tests, makeup and wardrobe tests do not constitute rehearsals.
3. The Union agrees to freely grant waivers for the training of a principal performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the principal performer and the Producer, subject to the approval of the Union.
4. Neither tests, auditions, fittings, publicity stills, preproduction stills, prerecordings, nor training under subsection 3 above, after employment, but before the starting day of such employment, shall start the employment period of such principal performer. Compensation, if any, for any of such services shall be as otherwise provided herein.

## **Q. Night Work**

Night work is defined as work between 8:00 P.M. and 6:00 A.M., except that a first call for the day at 5:00 A.M. or thereafter shall not constitute night work.

The principal performer shall receive premium pay for each hour of night work equal to 10 percent of his/her hourly rate for such hours. In the computation of such premium pay, the hourly rate of the principal performer for such hours is first determined and 10 percent thereof is added as the night work premium.

## **R. Saturday and Sunday Work**

For work on Saturdays and Sundays, a principal performer whose rate is 2 times the session fee per commercial per day or less shall receive double the amount the principal performer would receive for a week day; and a principal performer whose rate is more than 2 times the session fee per commercial per day shall receive 1½ times what he/she would receive for a week day. Overtime shall be paid at the same rate as for the first 8 hours. Principal performers who are held over on location on Saturday or Sunday and do not work shall be paid at straight time for each such day.

## **S. Work on Holidays**

1. If a principal performer works on any of the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (President's Day), Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas, he/she shall receive double what he/she would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.

2. If a principal performer is required to spend any of the holidays above mentioned on an overnight location and does not work, he/she shall receive a session fee.
3. Overtime shall be paid at the same rate as for the first 8 hours.

#### **T. Weather Permitting Calls**

Weather permitting calls are allowable for principal performers subject to the following limitations and conditions:

1. Weather permitting calls shall not be issued for stages in studios.
2. A principal performer receiving 2 times the session fee per commercial per day or less shall be paid a half-check upon the cancellation of any weather permitting call. This check shall entitle the Producer to hold the principal performer for not exceeding 4 hours. The principal performer shall receive a half-check for each additional 4 hours, or portion thereof, during which he/she is held by the Producer. During this waiting period the Producer has the privilege of putting principal performers into costumes, rehearsing, or making other use of their services. If however, any recording or photographing is done, whether still pictures or otherwise, the principal performer shall be paid the agreed daily wage.
3. Weather permitting calls may not be issued to a principal performer after the commencement of photography, and the fact that a weather permitting call or calls have been issued before the commencement of photography shall not cause the consecutive employment provisions of these rules to come into effect.
4. At the time of acceptance by a principal performer of a weather permitting call, the principal performer shall advise Producer of any possible conflict for immediately subsequent days.

#### **U. Stunt Adjustment**

Unless otherwise bargained for at the time of the engagement, a principal performer not called as a stunt performer shall receive an adjustment of not less than an additional session fee per commercial in which principal performer performs a stunt on any day. In no event shall the principal performer ever receive less than the stunt performer's daily minimum on the day the principal performer does the stunt. Overtime compensation on such day shall be based on the principal performer's aggregate compensation for such day, except for travel time which shall be based upon the session fee.

#### **V. Prerecordings**

Prerecordings, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a principal performer; such principal performer shall be paid for the day or days on which he/she renders services in connection with prerecordings.

#### **W. Preproduction Stills**

Preproduction stills, including rehearsals and preparation therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a principal performer; such principal performer shall be paid for the day or days on which he/she renders services in connection with preproduction stills.

#### **X. Travel Time**

1. Travel time is time spent traveling between the place of reporting and the location and, if applicable, the time between the location and the place of housing.



2. For purpose of computing travel time, the workday commences immediately upon arrival at location. At the conclusion of the 8-hour workday, overtime for additional work is payable in accordance with Section B, Overtime, above. Payment for travel time, if it exceeds the 8-hour workday, is computed as prescribed in subsections 5 (b) and 6 (b) below, except as provided in subsection 4.
3. In no event shall payment for travel exceed 8 hours in one day.
4. Travel time on Saturdays, Sundays and the holidays enumerated in this Contract shall be paid at time and one-half.
5. Travel To Location
  - (a) A day when no services are rendered by the principal performer shall be paid as follows:
    - (i) Pay \$535.00.
  - (b) A day when services are rendered by the principal performer shall be paid as follows:
    - (i) Pay \$16.72 for each ¼-hour or fraction thereof, if such time exceeds the 8-hour workday.
  - (c) With respect to New York City and Los Angeles, travel to the major airports is fixed and established as follows, and must be added to any other time spent traveling during the same day and paid for as required in this subsection 5:
    - (i) LaGuardia..... ½ Hour
    - (ii) Kennedy or Newark ..... 1 Hour
    - (iii) LAX ..... 1 Hour
6. Travel From Location
  - (a) A day when no services are rendered by the principal performer shall be paid as follows:
    - (i) Pay \$535.00.
  - (b) A day when services are rendered by the principal performer shall be paid as follows:
    - (i) \$16.72 for each ¼-hour or fraction thereof beyond the 8-hour workday and any work related overtime (if any).
    - (ii) \$25.08 for each ¼-hour or fraction thereof beyond the 8-hour workday and any work related overtime (if any) which is past midnight.
    - (iii) Time intervening between completion of a principal performer's work on any one day and commencement of travel on the same day, shall be computed at straight time (i.e., as travel time).
  - (c) With respect to New York City and Los Angeles, travel from the major airports is fixed and established as follows, and must be added to any other time spent traveling during the same day and paid for as required in this subsection 6:
    - (i) LaGuardia..... ½ Hour
    - (ii) Kennedy or Newark ..... 1 Hour
    - (iii) LAX ..... 1 Hour
7. A principal performer shall be dismissed at place of reporting, not on location.

8. Reasonable meal periods shall be given during traveling and allowable meal periods of not less than ½ hour nor more than 1 hour each shall be deducted from travel time.
9. Reasonable lodging must be provided on overnight locations. First-class transportation, where more than one class is available, must be provided. So-called “commuter service”, confined to a distance of 500 miles, such as New York to Washington, D.C., shall be deemed first-class transportation.

For air travel of 1,000 or more air miles, first-class transportation shall be provided. For air travel under 1,000 miles, coach-class service may be provided.

10. Meals must be provided on all locations. All principal performers shall be entitled to a basic \$55.15 per diem meal allowance on locations which shall be not less than the following:

Breakfast.....	\$10.50
Lunch.....	\$15.70
Dinner.....	\$28.95

The Producer shall have the right to deduct from the per diem meal allowance the appropriate amount for each meal furnished.

11. Studio zones:

- (a) In Los Angeles the studio zone is defined as any place within 30 miles of the intersection of Beverly Boulevard and La Cienega Boulevard. Principal performers may be required to report anywhere within such Los Angeles studio zone provided that when the place of reporting is other than the Producer’s studio, principal performers shall be paid a travel allowance. The travel allowance shall be computed on the number of road miles for a round trip between the place of reporting and the studio at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income. In the event that the street parking in the area within a reasonable distance of such place of reporting within the Los Angeles studio zone is restricted by law or ordinance or that free parking facilities are otherwise not available within a reasonable distance of such place of reporting, then the Producer shall make arrangements so that principal performer so required to report may park within a reasonable distance thereof, at no expense to such principal performer.
- (b) In New York City the studio zone is defined as any place within a radius of 8 miles from Columbus Circle. However, if a principal performer is asked to report to a pickup spot, such spot must be between 23<sup>rd</sup> Street and 59<sup>th</sup> Street, bounded by the East River and the Hudson River.
- (c) In all other areas where the Union has established Branches, the studio zone shall be that zone defined by the contract between the Branches and the Producers therein located, and in default of such agreement the studio zone shall be the subject of negotiation at the request of either party and, if there is failure to agree, by arbitration.

When principal performers are required to report anywhere within 30 miles of the center of the studio zone established for such Branch, other than the Producer’s studio, principal performers shall be paid a travel allowance. The travel allowance shall be computed on the number of road miles for a round trip between the place of reporting and the studio at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income.

12. The provisions of this Section X shall apply whenever principal performer is required to travel to any site more than 25 miles from the center of the studio zone established for the city in which he/she resides or to which he/she is most proximate at the time of hiring or engagement, regardless of whether such site is within the studio zone of another city.

13. Nothing in this Section X shall be deemed to break the consecutive employment of a principal performer.

#### **Y. Tours and Personal Appearances**

Tours and personal appearances made in connection with employment in commercials hereunder shall be in accordance with the following:

1. Nearby Locations:

Principal performer shall be paid ½ session fee for up to 4 hours' time; if over 4 hours of the principal performer's time is required, the principal performer shall be paid a session fee.

2. Overnight Locations:

Principal performer shall be paid a session fee.

3. When the principal performer is required to travel, he/she shall be provided first-class transportation and reasonable expenses. A per diem of \$68.65 depending on the circumstances, shall be deemed reasonable.
4. Producer shall cooperate to see that the principal performer receives adequate meal periods and rest periods when on tours and personal appearances.

#### **Z. Dressing Rooms**

1. Producer shall provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Such dressing rooms shall be provided with adequate locks or Producer shall provide facilities for checking normal personal belongings. Producer shall provide separate dressing and toilet facilities for men and women. This requirement shall be satisfied by establishing different time periods for the exclusive use of the same facility by men and women. Adult dressing facilities shall not be used as classrooms for minors. Rest rooms may not be used as changing rooms for principal and/or extra performers.
2. Chairs shall be available for all principal performers in the dressing rooms, on the stage and on location.
3. Dressing rooms shall be clean and in repair and Producer shall designate a person responsible to implement the foregoing. Adequate space and privacy shall be provided for wardrobe changes for each principal performer. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.
4. Whenever a principal performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose.
5. When principal performers are not performing before the camera, they shall be provided with a temperature controlled area. When campers, buses, automobiles, or other means of transportation, or rented facilities at the location are used as shelters, such shelters shall be available and easily accessible to principal performers at all times.
6. Principal performers shall have the opportunity to use a telephone when same is available for such use so long as production or work is neither interfered with nor delayed.

## **AA. Employment of Minors**

### **1. Guidelines**

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

- (a) The performance environment is proper for the minor;
- (b) The conditions of employment are not detrimental to the health, safety, education or to the morals of the minor, as defined in the Penal Code of the State in which the work is performed.

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this Section, the term "parent" shall be deemed to include "guardian."

### **2. Definition of Minor**

The term "minor" as used herein means any principal performer defined as a minor under the employment laws of the State governing his or her employment and in any event shall include any principal performer 15 years of age or younger.

### **3. Auditions and Fittings**

Calls for auditions and fittings for children of school age shall be after school hours, provided such calls are completed prior to 8:00 PM. Two adults must be present at and during any such call involving a minor. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the minor.

A joint study committee of representatives from the Joint Policy Committee, the unions and casting persons, as appropriate, will be formed during the term of this Contract to develop appropriate guidelines concerning safe parking facilities for auditions and fittings, except those which take place in New York City.

### **4. Engagement**

- (a) Producer shall advise parent of the minor of terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known at the time of the hiring.
- (b) Prior to the first date of the engagement, parent shall obtain, complete and submit to the Producer or his/her representative the appropriate documents required by State and local law related to the employment of the minor.
- (c) When Producer employs a minor or minors and uses the facilities of Station 12 in connection with such employment, Producer shall advise Station 12 of the name(s) of any minor(s) to be employed and the date and location of such employment, to the extent known.
- (d) If Producer requires a performer who portrays a minor in a commercial to cut or chemically treat his or her hair as a condition of employment, Producer shall notify the performer of such requirement at the time of audition, if known, or at the time of hire. If the performer's contract is to be signed by a parent or guardian, Producer shall notify and obtain the written consent of the parent or guardian, if parent or guardian is present, at the audition. In no event may the performer's hair be cut or chemically treated earlier than 48 hours before the call without the consent of the parent or guardian. Producer will utilize only qualified hairdressers and stylists for cutting, styling and coloring a performer's hair.

- (e) If Producer requires a performer to portray a minor in a commercial depicting the use or presence of alcohol, tobacco or firearms, Producer shall notify the performer of such requirement at the time of audition. If the performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if the parent or guardian is present, at the time of audition.

#### 5. Supervision

- (a) Parent must be present at all times and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
- (b) Parent will accompany minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.
- (c) No minor shall be required to work in a situation which places the minor in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
- (d) When a Producer engages a minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.
- (e) Guardian, as that term is used in this Section, must be at least 18 years of age and have the written permission of the minor's parent(s) to act as guardian.
- (f) When a minor is required to travel to and from a location, the Producer shall provide the minor's parent with the same transportation, lodging and per diem meal allowance provided to the minor.
- (g) Whenever Federal, State or Local laws so require, a child care person or social worker qualified in first aid (e.g., LPN or RN) shall be present on the set during the workday.
- (h) Any principal performer under the age of 17 shall have the right to be accompanied by a parent or guardian at all times.

#### 6. Play Area

Producer will provide a safe and secure place for minors to rest and play.

#### 7. Return Transportation — Location Work

If a minor is at location, Producer shall provide return transportation promptly following the end of his or her work day.

#### 8. Work Hours and Rest Time

- (a) The work day for minors shall begin no earlier than 7:00 A.M. for studio productions (6:00 A.M. for location productions) and shall end no later than the time specified below:
  - (i) for minors under 6 years of age — 7:00 P.M.
  - (ii) for minors 6 years of age and older — 8:00 P.M. on days preceding school days and 10:00 P.M. on days preceding non-school days.

- (b) Maximum work time for a minor shall not exceed that provided by the laws of the State governing his or her employment, but in no event shall exceed 6 hours for minors under 6 years of age and 8 hours for minors 6 years of age and older. A minor shall be given a 15-minute rest break in every two-hour period of the work day. Work time shall not include meal time but shall include such mandatory 15-minute break.
- (c) A minor shall receive a 12-hour rest break at the end of his or her work day and prior to the commencement of his or her next day of work for the same employment. Exceptions 2 (a) (c) and (d) of Section E, Schedule A, Working Conditions, shall not apply to minors, but exceptions 2 (b) and (e) shall apply, provided advance consent of the parent has been obtained.
- (d) Producer shall be required to file a written report with the Union in the event that a minor works beyond the hours specified in this sub-paragraph 8. Such report shall include information as to the hours worked and the reason for the "overtime." In the event that a report is not filed within 12 business days after the session date(s), Producer shall pay to the Union as liquidated damages:

1 <sup>st</sup> violation .....	\$ 375.00
2 <sup>nd</sup> violation .....	\$ 750.00
3 <sup>rd</sup> and each subsequent violation .....	\$1,250.00

The Union has 60 business days from the receipt date of the Pension & Health Report to notify Producer of a claim. For principal performers and extra performers, it is understood that the written report from Producer specifying the time worked beyond the permitted hours and the reasons for exceeding the work hours permitted under the Contract must be filed with the Union within 12 business days following the minor's employment.

In the event of recurring violations of this provision by an individual advertiser, advertising agency or production company, the issue shall be referred to the Industry-Union Standing Committee.

- (e) The Union will consider granting waivers for any exception to the foregoing provisions of this subsection 8 if parent has been fully informed of the circumstances and has granted advance consent.

9. Unusual Physical, Athletic or Acrobatic Activity

- (a) A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided that the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
- (b) If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
- (c) Producer will supply any equipment needed and/or requested for safety reasons.

10. Child Labor Laws

- (a) Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor and, if one is readily available, shall keep a summary of said laws in the production office.
- (b) Any provision of this Section AA which is inconsistent and less restrictive than any other child labor law or regulation in the applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

11. Notice of Working Conditions

At or before the time the employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Section AA.

Whenever an infant performer (age 15 days to 6 months) is employed in a commercial, Producer shall, prior to the commencement of work, provide a copy of the text of Safety Bulletin #33 (Exhibit H) to the parent or guardian of the infant performer and to the studio teacher or equivalent.

(See Exhibit H, page 209.)

(See Schedule A, Section I, Paragraph EE (12), page 96)

12. Education

When Producer employs minors of school age who are currently enrolled in an elementary or secondary school for a booking of three (3) or more days on which school is otherwise in session for the minor, Producer shall provide three (3) hours of education on each such school day as part of the regular working day. Producer shall provide a teacher/tutor who has teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum.

13. Inconsistent Terms

The provisions of this Section AA shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Contract which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such sections.

**BB. Flight Insurance**

Where a principal performer is requested by Producer to travel by plane, Producer shall pay the principal performer an additional fee of \$11.30 for flight insurance.

When a Producer requests a principal performer to fly by a non-commercial or non-scheduled carrier, Producer shall obtain a short-term insurance policy for the principal performer providing insurance equal to the amount available for \$11.30 on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under this Section shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

**CC. Medical and/or First Aid**

When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations. Depending on the nature and degree of the hazard or stunt involved:

1. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at rehearsals and performances where such hazardous actions or stunt work is planned. Any such person will have visible identification.
2. Transportation to the nearest medical facility providing emergency services shall be readily available. When such work is planned on location, the nearest emergency medical facility (including capabilities thereof and communications therewith) will be predetermined in order to assure that transportation to such facility is readily available at all times during the performances of such work; and

3. The transportation vehicle referred to above should be capable of accommodating a stretcher and first aid equipment, but such vehicle need not necessarily be an ambulance.

#### **DD. Expenses**

When a principal performer is specifically required by the Producer to spend money in connection with services under this Contract, Producer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursement, principal performer shall submit to Producer a completed, signed, standard Performer Expense Report (Exhibit F). Such report will itemize expenses incurred at Producer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking. All pertinent receipts and bills shall be attached to the report as substantiation of such expenditures if they exceed the minimum per diem meal and travel allowances as provided for elsewhere in this Contract. In the event that principal performer cannot provide such substantiation, Producer shall provide reimbursement at the applicable minimum allowances.

Producer shall reimburse principal performer for such expenses within 2 weeks from the date that the principal performer presents such substantiation of such expenditures.

#### **EE. Protection of Principal Performers and Stunt Performers — Stunt Driving Guidelines**

1. Where scripted or unscripted stunts or other hazardous activity are required of principal performer by a Producer, a stunt coordinator, who is defined as an individual qualified by training and/or experience in the planning, setting up and performance of the type of stunt involved shall be engaged and present on the set. No principal performer shall be requested to perform a stunt without the opportunity for prior consultation by the principal performer with such individual.

The foregoing provisions of this subsection 1 shall not apply to a stunt performer, who is qualified to plan and perform the stunt in question, who both plans and performs a stunt which does not involve other principal performers.

2. No principal performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances unless an animal handler or trainer qualified by training and/or experience is present.
3. No principal performer shall be rigged with any type of explosive charges of any nature without the use of a qualified special effects person and a stunt coordinator.
4. The principal performer's consent shall be a requisite pre-condition to performing stunts or other hazardous activity. The principal performer's consent shall be limited to the stunt or hazardous activity described to the principal performer at the time consent was given.

Production companies shall promptly send copies of insurance or assistant director's reports concerning accidents which take place during production to the appropriate offices of the Union and to the Producers.

5. Principal performer shall have a reasonable time to familiarize himself/herself with any mechanical device and/or equipment used in conjunction with the stunt.
6. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.
7. Equipment provided by the Producer shall be in suitable repair for the safe and proper performance of the stunt and available for inspection by the stunt coordinator and principal performer on the day prior to the use of such equipment in the production. No payment shall be due the stunt coordinator or principal performer for time spent for such inspection.



8. In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.

9. Stunt Driving Guidelines

When any of the following conditions occur, a vehicle driver shall qualify as a stunt performer:

- (a) When any or all wheels leave the driving surface;
  - (b) When tire traction is broken, i.e., skids, slides, etc.;
  - (c) Impaired Vision — when the driver’s vision is substantially impaired by:
    - (i) Dust or smoke;
    - (ii) Spray (when driving through water, mud, etc.);
    - (iii) Blinding lights;
    - (iv) Restrictive covering of the windshield;
    - (v) Any other conditions restricting the driver’s normal vision;
  - (d) If the speed of the vehicle is greater than normally safe for the condition of the driving surface, or when other conditions such as obstacles or difficulty of terrain exist or off-road driving other than normal low-speed driving for which the vehicle was designed occurs;
  - (e) When any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating hazardous driving conditions;
  - (f) When an on-camera principal performer is doubled because the level of driving skill requires a professional driver, the driver double shall qualify as a stunt performer. This would also apply to doubling of passengers for the safety of the on-camera principal performer.
  - (g) Whenever high speed or close proximity of any vehicle creates conditions dangerous to the driver, passengers, film crew, other people, or the vehicle;
  - (h) When working in close proximity to pyrotechnics or explosives;
  - (i) When driving in other than the driver’s seat or blind driving in any form.
10. Principal performer shall be given a 15-minute break away from the area of smoke or dust during each hour in which he/she is required to work in smoke or dust. The 5-minute rest period provided for in Schedule A I E 4 shall be part of the 15-minute break period provided herein and not in addition thereto.
11. It shall be the responsibility of the Producer to provide principal performers protection from sunburn, frostbite and extremes of temperature.
12. The National Safety Board heretofore established by the Unions and the AMPTP shall furnish copies of all safety guidelines and bulletins issued by such Board to the AAAA for appropriate distribution.

**FF. Dancers**

1. Definition — Dancers

The term “dancers” shall be deemed to include both swimmers and skaters when the performance of the latter two is choreographed.

## 2. Working Conditions

- (a) **Standard Floors** — Floors for choreographed dancers must be resilient, flexible and level in accordance with industry standards. Industry standards generally provide for 2” of air space beneath wood flooring or 3” or 4” of padding under battleship linoleum laid over a concrete or wood-on-concrete floor. Floor surface must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution. If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety. In all instances, dancing on concrete, raked stages, elevated platforms or staircases or performing knee work shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety. As used herein, “knee work” means dancing, sliding or doing a routine on the knees and includes rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine in which the knee comes in contact with the surface, e.g., floor, sidewalk, etc. Dancers will not be required to do knee work without knee pads.
- (b) 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.
- (c) **Unusual Work Conditions** — If Producer requires dancing on slippery surfaces, dancing in inclement weather or out-of-season clothing or in costuming which by virtue of its fit or nature may subject the dancer to physical injury or health hazard, it shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety.
- (d) **General Work Conditions**
  - (i) **Warm-up Spaces** — Adequate space must be provided to permit all dancers to warm-up (perform limbering exercises) 30 minutes prior to dancing.
  - (ii) **Breaks** — Dancers/Swimmers/Skaters will have at least fifteen (15) minutes rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer’s discretion, dancers/swimmers/skaters may continue until a total of ninety (90) minutes have elapsed after which time a thirty (30) minute break must be called.

If in the opinion of performers or their representatives (e.g., on-site deputy, captain or assistant choreographer, or union representative), continued full-out performance of choreographed dancing/swimming/skating creates a risk of injury, such performers shall not be required to continue performing at full performance level during rehearsal. Examples of such choreography include repetitive lifts, throws, catches and falls.
  - (iii) **Temperature** — Stage or rehearsal area temperature for choreographed dancers must not fall below 75°. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.
  - (iv) **Meal Periods** — Dancers cannot be required to dance or skate within 30 minutes following a meal. Swimmers cannot be required to go into the water within 30 minutes following a meal. If Producer does not provide meal service and dancers must leave the premises or location to eat, an additional 15 minutes must be allowed both before and after the meal break to permit the dancer to change clothes.
  - (v) **Emergency Treatment** — Producer will use its best efforts to have a doctor qualified to treat dancers on call in case of an emergency and will notify the deputy elected by dancers of his/her name and phone number.

- (vi) The compensation payable to a dancer for hazardous activity shall be \$105.40 per day, with a minimum of \$162.15 if only one day's services are rendered.
- (vii) It shall be deemed hazardous work when a dancer is required to do any of the following:
  - perform complex aerial acrobatics;
  - perform wire flying;
  - perform knee work;
  - support more than one other person in any manner which affects safe performance of the dance routine;
  - dance under conditions where safe performance of the dance routine is affected because sight or breathing is impaired (e.g., by use of a mask or presence of fog, smoke or fire).
- (viii) Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.
- (ix) Any dancer who is directed to and reports with his or her own footwear shall be paid an allowance of \$11.30 per day for each pair of shoes utilized in the performance.
- (x) Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsal, to avoid injury to the performer.

### 3. Pension & Health

So as to provide Pension and Health coverage for those dancers engaged as Assistant Choreographers, Producer agrees to contribute to the Pension and Health Plans on the accounts of such individuals who have had prior contributions made in five of the last 10 years.

### **GG. Work In Smoke**

1. All principal performers shall be notified prior to date of hiring if work in artificially created smoke, dust, snow or wet conditions is involved. If a principal performer is not notified, the principal performer may refuse to perform in such conditions. Notwithstanding such refusal, Producer shall pay the performer a session fee or his/her guarantee, whichever is greater.

If work in smoke is required, Producer shall so indicate on the employment contract and, no later than the first day of employment, Producer shall provide each principal performer with a Material Specification Data Sheet (MSDS).

2. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke and the Joint Policy Committee shall cooperate with the Union to the end that information concerning such Federal and State laws and regulations is disseminated.
3. On reasonable notice from either party, the Industry-Union Standing Committee and other interested parties, including those in the motion picture and television industry, shall meet periodically to review and, taking into consideration all pertinent factors, update as necessary:
  - the list of substances which are prohibited from use for the creation of smoke;
  - the procedures to be followed in the use of permitted substances;
  - the guidelines for the maximum exposure time in smoke during any workday.

In the event the Committee cannot agree on any item set in subsection 3 above, the matter shall be immediately referred to arbitration pursuant to the terms of this Contract.

## **HH. Facilities**

In accordance with the Americans with Disabilities Act, all facilities under the control or used on behalf of Producer in connection with the casting or production of commercials including, but not limited to, dressing rooms, studios, location sets, and lodging, shall provide reasonable accommodations for performers with disabilities. Such facilities, and access thereto, as well as transportation provided by Producer shall be suitable for the needs and requirements of any principal performer whether by reason of age or disability.

Any facility used for interviewing, casting, fittings or shooting/recording must comply with appropriate local fire and safety codes.

Producer shall prohibit the smoking of cigars, cigarettes or pipes in any facility under Producer's control. Notwithstanding the foregoing, smoking may be permitted if required by the subject of the commercial, e.g. a commercial depicting the ill effects of smoking.

## **II. Transportation of Principal Performers**

Vehicles utilized in the transportation of principal performers shall be in safe operating condition and in good repair with adequate liability insurance in effect. The drivers of such vehicles shall hold any necessary license required by applicable State law for the type and size of vehicle used in the transportation of principal performers. Producer shall provide a step stool for getting into and out of transportation vehicles.

## **JJ. Warm-up**

Adequate space must be provided to principal performers who must use athletic skills, such as runners, gymnasts, etc., for warm-up (performing limbering exercises) 30 minutes prior to performing such athletic skills.

For Dancers, see Section FF 2 (d) (i).

## **KK. Hearing and Visually Impaired Principal Performers**

1. For any role in which a deaf performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, certified or qualified interpreter(s) for the deaf (i.e., interpreter(s) qualified or certified in sign language or oral interpretation).
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.

## **II. OFF CAMERA**

The following provisions of Part I of this Schedule A, modified as stated below, shall apply to the employment of principal performers Off-Camera:

- C. Engagement** — Modified as follows: Principal performers called for off-camera sessions shall receive definite calls for designated sessions such as 10:00 A.M. to 12:00 Noon, or 10:00 A.M. to 4:00 P.M.. The call may not be extended unless agreed to by principal performer.
- D. Postponement and Cancellation of Calls**
- E. Rest Period**
- G. Work Time**
- H. Meal Periods**
- I. Casting and Auditions**
- J. Individual Voice Tests** — Modified to provide that the principal performer's services shall not be required for more than 30 minutes, including waiting time.
- L. Story, Song and Production Conferences**
- M. Study of Lines of Script**
- N. Publicity Interviews**
- O. Publicity Stills**
- P. Rehearsal Time**
- R. Saturday and Sunday Work**
- S. Work on Holidays**
- X. Travel Time** — Modified to provide that principal performer employed to render services off-camera shall be paid for traveling on the same basis as though he/she were employed to render services on-camera.
- Z. Dressing Rooms**
- AA. Employment of Minors**
- BB. Flight Insurance**
- DD. Expenses**
- EE. Protection of Principal Performers and Stunt Performers-Stunt Driving Guidelines**
- FF. Dancers**
- GG. Work In Smoke**
- HH. Facilities**
- II. Transportation of Principal Performers**
- KK. Hearing and Visually Impaired Principal Performers**

## SCHEDULE B

### I. UNION SECURITY — PRINCIPAL PERFORMERS

- A. Every principal performer hereafter employed by any Producer, whether by contract or otherwise, or who acts before the camera, or who makes a sound track within the Union's jurisdiction for any Producer shall be a member of the Union in good standing.

The Union may waive, in its discretion, the provisions of this Section with respect to prominent persons appearing as themselves, other than professional entertainers; provided, however, that all other terms and conditions of this Contract shall apply to the engagement of such persons.

- B. Each Producer shall give the Union full opportunity to check performance by such Producer of its agreement under this Section including access to sets, but the Union's checking shall be done in such a manner as not to interfere with production. The Union agrees that with respect to the admission of persons as members of the Union, it will comply with applicable law. The Union reserves the right to adopt reasonable and legal requirements for membership. The Union may refuse admission or, if it sees fit, admit on terms, principal performers suspended or expelled by the Union or by any branch of the Associated Actors and Artistes of America, or by any other actors' union in the United States. Nothing herein shall limit the right of the Union to discipline, suspend, or expel a member or to refuse to re-admit him/her. The Union agrees, however, that if it suspends or expels a member who is under contract to a Producer, or if a member resigns, the suspension, expulsion, or resignation shall not affect the principal performer's obligation to perform any existing contract or contracts with such Producer or such Producer's right to demand performance, unless the Producer otherwise consents. Subject to the qualifications hereinafter set forth, the Producer agrees that in every future contract it enters into with a principal performer, the principal performer shall agree that the principal performer shall be a member of the Union in good standing and shall remain so for the duration of the contract. Any non-member of the union and any suspended or expelled member whom the Producer may be lawfully entitled to employ under this Contract shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Contract. No breach by a member of the Union of his/her obligation to the Union shall give such member a defense to any Producer's right to enforce an existing contract against such member.
- C. The foregoing Sections A and B, requiring as a condition of employment membership in the Union, shall not apply until on or after the 30<sup>th</sup> day following the beginning of such employment or the effective date of this Contract, whichever is the later; the Union and the Producers interpret this sentence to mean that membership in the Union cannot be required of a principal performer by a Producer as a condition of employment until 30 days after his/her first employment as an actor in the motion picture industry; "first employment" meaning the first employment as an actor in the motion picture industry on or after August 10, 1948. The foregoing sentence shall be deemed inoperative if any of the following events shall occur:
1. If the Labor Management Act of 1947 is repealed; or
  2. If the provision of such Act to which the foregoing sentence has reference is repealed or modified so the foregoing sentence is unnecessary to comply with such Act; or
  3. If such Act or such provision is held unconstitutional by the Supreme Court of the United States.

The Producer shall not be held to have violated this subsection if it employs a principal performer who is not a member of the Union in good standing, if the Producer has reasonable grounds for believing that membership in the Union was not available to such principal performer on the same terms and conditions generally applicable to other members, or if the Producer has reasonable grounds for believing that membership in the Union was denied to such principal performer or such principal performer's membership in the Union was terminated for reasons other than the failure of the principal performer to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union; provided, however, the Producer shall not be deemed to have such reasonable grounds for believing until he/she has made inquiry of the Union as

to the facts. The preceding sentence shall be deemed inoperative if any of the following events shall occur: (1) if the Labor Management Act of 1947 is repealed; or (2) if the provision of such Act to which the preceding sentence has reference is repealed or modified so the preceding sentence is unnecessary to comply with such Act; or (3) if such Act or such provision is held unconstitutional by the Supreme Court of the United States.

- D. If the employment of a principal performer constitutes a “first employment” and a subsequent employment of the same principal performer is for the exclusive purpose of retakes and only retakes are photographed, then such subsequent employment shall not constitute a “second employment” for the purposes of Sections A and B above.
- E. The Producer agrees to report to the Union in writing within 15 business days of the first employment of a non-member of the Union, giving the non-member’s name, Social Security number and his/her first date of employment. An inquiry by any Producer to the Union as to the first date on which a principal performer has been employed in the Industry shall be answered by the Union and its answer shall bind the Union, and the Producer if it acts in good faith shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to the Union for such failure to report.

If principal performer is an infant of 4 years or less, Producer shall state such on Pension and Health Plans Production and Use Report forms.

- F. The interpretation contained in the first sentence of Section C of this Part I has been approved by an advisory opinion of the general counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such general counsel, then the new ruling of such general counsel shall prevail, until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change said ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail, until the same is reversed by a court of competent jurisdiction.
- G. The Union agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by the Union of the provisions of this Section G such question shall be handled by conciliation and, if necessary, by arbitration hereunder. It is the intention of the parties to prevent the Union from closing its books so as to prevent any person who wishes to act in motion pictures from joining the Union. Nothing in the preceding sentence shall limit the right of the Union to discipline or suspend or expel a member or to refuse to re-admit him/her.
- H. Children under 14 years of age shall be included hereunder.
- I. Whenever any Producer is entitled hereunder to a permit or waiver from the Union, the Union agrees to issue the same without cost.
- J. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by a Producer of the Union Security provisions of this Part I. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$320 for each breach by the Producer of the Union Security provisions of this Part I. The hiring by the Producer of a principal performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. Provided the Union has been notified by Producer in writing of the first employment of a non-member under Section E of this Part I, then claim of a breach must be initiated in writing by the Union within 60 days thereafter or the claim is invalid.
- K. Any breach of the provisions of this Part I shall be subject to arbitration between the Union and the Producer.
- L. As used herein, the term “member of the Union in good standing” means a person who pays union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

**II. PROFESSIONAL RECOGNITION — PREFERENCE OF EMPLOYMENT —  
PRINCIPAL PERFORMERS**

- A. In recognition of the services performed by professional principal performers, Producer agrees that in the hiring of principal performers, for work to be performed within the applicable zone (referred to in Section C hereof), preference will be given to qualified professional actors. A “qualified professional actor,” for the purpose of this Part II, is a person who has had prior employment as a motion picture actor at least once during the period of 3 years prior to the date of the proposed employment; however, employment under the exceptions provided in Section D 1 – 4 of this Part II or Section D 1 – 5 of prior Screen Actors Guild Commercials Contracts, or employment under comparable exemptions of the Screen Actors Guild’s past or present Theatrical, Television or Industrial Agreements shall not constitute prior employment for this purpose.
- B. The obligation of the Producer to give preference to qualified professional actors shall require the employment of a qualified professional actor, unless no qualified professional actor of the type required is reasonably and readily available to the Producer through the use of present hiring practices generally and customarily followed by the motion picture industry in the employment of such principal performers. If a qualified professional actor is reasonably and readily available to the Producer for employment in the locality where the Producer’s studio is based, he/she shall be deemed available regardless of the place within the applicable zone at which the services are to be performed.
- C. The provisions of this Part II shall not apply where services are performed at locations beyond the following preference zones in areas where the Union maintains offices:

Los Angeles, California	300 Miles from the corner of Beverly and La Cienega Blvds.
New York, New York	100 miles from the center of Columbus Circle
*Atlanta, Georgia	100 miles from the center of the city
Boston, Massachusetts	100 miles from the center of the city
Chicago, Illinois	100 miles from the center of the city
*Cleveland, Ohio	100 miles from the center of the city
Dallas, Texas	100 miles from the center of the city
Denver, Colorado	150 miles from the center of the city
Detroit, Michigan	100 miles from the center of the city
Florida	150 miles from the center of Coral Gables, Florida and 100 miles from the center of Orlando, Florida
Honolulu, Hawaii	100 miles from the center of the city
Houston, Texas	100 miles from the center of the city
Las Vegas, Nevada	100 miles from the center of the city
*Minneapolis, Minnesota	100 miles from the center of the city
Nashville, Tennessee	100 miles from the center of the city
*Philadelphia, Pennsylvania	100 miles from the center of the city
*Phoenix, Arizona	150 miles from the center of the city
Portland, Oregon	100 miles from the center of the city
*St. Louis, Missouri	100 miles from the center of the city
*San Diego, California	100 miles from the center of the city



San Francisco, California	100 miles from the intersection of Powell and Market Streets; the zone expressly includes Lake Tahoe.
* San Juan, Puerto Rico	100 miles from the center of the city
*Seattle, Washington	100 miles from the center of the city
*Tucson, Arizona	150 miles from the center of the city
*Washington, D.C.	100 miles from the center of the city
Wilmington, North Carolina	100 miles from the center of the city

In the event the Union establishes offices in cities other than those listed above and Producer claims that there is not a sufficiently large professional talent pool in the area of any office hereafter established by the Union to warrant application of Preference of Employment, or if Producer so claims with respect to any of the eleven cities identified by an asterisk (listed above), the matter shall be submitted to the Industry-Union Standing Committee for determination. SAG shall notify the Joint Policy Committee in writing whenever it establishes an office in any city not listed above. Preference of Employment shall apply in an area within 100 miles from the center of each such city from and after the sixtieth (60<sup>th</sup>) day following such notification.

D. There shall be automatically excluded from the provisions of this Part II the following:

1. Persons who portray themselves who by words or actions participate in the giving of a testimonial or endorsement;
2. Extras who are adjusted for non-script lines;
3. Military personnel where governmental restrictions prevent use of civilian personnel in restricted areas or in the handling of governmental property or equipment; however, the use of military pilots or military aircraft shall not be the subject of an automatic waiver but the facts shall be presented to the Union and waivers will be granted in accordance with the previously established custom in the motion picture industry;
4. Persons having special skills or abilities, or special or unusual physical appearance where such skills, abilities or appearances are required by and are used in a commercial, if professional actors having such required skills or physical appearance are not reasonably and readily available to the Producer through the use of the hiring practices generally and customarily followed by the motion picture industry in the employment of such principal performers;
5. The first employment within the studio zone of a person with respect to whom the Producer presents in writing to the Union facts showing (a) that the person has had sufficient training and/or experience so as to qualify for a career as a professional motion picture actor and (b) that such person intends to pursue currently the career of a motion picture actor and intends to be available currently for employment in the motion picture industry;
6. Children under the age of 7 years.

Producer agrees to promptly report to the Union each hiring under the provisions of this Section D, together with the reasons why the person so employed comes within the provisions of this Section.

If a principal performer is employed under one or more of the exceptions provided in subsections 1 – 4, the obligation to give preference to qualified professional principal performers shall nevertheless be applicable to any subsequent employment of such principal performer by Producer.

E. It is expressly understood and agreed that nothing in this Part II contained shall alter or modify Producer’s exclusive right to cast any and all principal performers performing services for Producer.

- F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Part II. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$300 for each breach by the Producer of any of the provisions of this Part II. The hiring by a Producer of a person other than a qualified professional actor, in violation of the provisions hereof, shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. Provided the Union has been notified by Producer in writing of the hiring of a principal performer pursuant to Section D of this Part II, then claim of breach must be initiated in writing by the Union within 60 days thereafter or the claim is invalid.
- G. All disputes under this Part II shall be determined by arbitration.
- H. Employment of a principal performer who is ineligible to work in the United States by reason of visa status shall be a violation of the provisions of this Part II and the liquidated damages provided in Section F shall be applicable.

### **III. STRIKES**

#### **A. No-Strike Clause**

The Union agrees that, during the effective term hereof, it will not call or engage in a strike affecting production of commercials against any Producer signatory hereto.

#### **B. Limitation of Liability**

The Union is a corporation. Nothing in this Part III shall enlarge the liability of its officers, directors, agents, and members, this Part III being an additional limitation thereon. The Union will not be held liable for unauthorized acts of its officers, agents, directors, or members; neither the Union nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slowdown, or work stoppage, unless the same be authorized by the Union in accordance with its By-Laws, but the foregoing exemption of this sentence shall not apply unless the Union, upon request from the Producer affected thereby, shall proclaim promptly and publicly that such strike, slowdown or work stoppage is unauthorized and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its By-Laws against the participants in such unauthorized action.

#### **C. Individual Contracts Beyond Term of Contract**

The Producer agrees that every contract (now or hereafter made) between the undersigned Producer and every Union member shall contain and shall be deemed to contain the following clause:

In the event performer's individual contract is of longer duration than the said Union Contract, then for such period of duration and until a new Contract is agreed to, Producer covenants not to bring or maintain any action or proceedings against performer because performer refrains from rendering services under this contract by reason of any strike or work stoppage (whether partial or complete) called or ordered by the Union. In such event Producer covenants (a) that neither the Union nor any of its representatives shall be deemed to have induced performer to breach this contract and (b) that for the direct benefit of the Union and its representatives, Producer will not bring or maintain any action or proceedings against them, or any of them, based upon or arising either out of the existence of this Contract or out of performer's failure to render services under this Contract. Upon the resumption of work after such strike or stoppage, all the terms and conditions of this Contract shall be reinstated for the balance of the term hereof; provided, however, that, if a collective bargaining agreement covering work of the type provided for herein is signed by Producer, performer will, from and after the effective date provided for in such agreement, receive the benefit of any applicable provisions of such agreement which may be more favorable to performer than the

terms of this Contract. Producer further agrees that performer's obligations hereunder shall be subject and subordinate to performer's primary obligation to the Union to obey its rules and orders.

The provisions of this Section C shall survive the expiration or cancellation of this Contract as to all such contracts with the Union members in existence while this Contract is in effect.

**D. Waiver of Cause of Action**

For the benefit of all members of the Union, and of the Union, and of all other persons and organizations, Producer hereby waives, relinquishes and releases any and all claims, rights, actions or causes of action, whether at law, equity, arbitration or otherwise, growing out of the failure of any Union member or any other person to render services prior to the execution of this Contract where such failure was occasioned by the Union members, or other persons, obedience to a strike call (or picketing in connection herewith) heretofore issued by the Union, irrespective of whether the Union member, at the time of such failure, was under contract to render services, or growing out of the issuance of such strike call or the direction of such picketing by the Union. The provisions of this Section shall survive the expiration (or termination) of this Contract and shall have the same effect as if addressed and delivered personally to every member of the Union and every other person who so failed to render services.

## SCHEDULE C — SPANISH LANGUAGE COMMERCIALS

### 1. MINIMUM COMPENSATION: FEES PER COMMERCIAL; SESSION FEES

#### A. On-Camera (All Principal Performers)

Producer shall pay principal performers the following rates per 8-hour day which shall also constitute payment for the first Spanish language commercial made for one designated advertiser:

All principal performers, except Group Performers .....	\$ 535.00
(Solos and duos are included as principal performers)	
Group Singers or Group Dancers 3 to 5.....	\$ 391.65
Group Speakers 5.....	\$ 391.65
Group Singers/Dancers/Speakers 6 to 8 .....	\$ 346.75
Group Singers/Dancers/Speakers 9 or more .....	\$ 286.75

#### B. Off-Camera (All Principal Performers)

1. Producer shall employ the principal performer on the basis of recording sessions. Each recording session for all off-camera principal performers shall be 2 hours in duration.
2. There shall be no limit on the number of Spanish language commercials which may be made in a session for one designated advertiser. For each session or part thereof, the Producer shall pay the principal performer not less than the rates below specified, herein called "session fee," which shall also constitute payment for the first commercial made for one designated advertiser.

All principal performers except Group Performers .....	\$ 402.25
(Solos and Duos are included as principal performers)	
Group Singers/Speakers 3 to 5 voices .....	\$ 226.90
Group Singers/Speakers 6 to 8 voices .....	\$ 196.90
Group Singers/Speakers 9 or more voices .....	\$ 160.55

### 2. COMPENSATION FOR USE

#### A. Program Fees

Program use payments set forth in this Section 2 A of Schedule C are applicable only to a Spanish language commercial used on a Spanish language network. Payment for use of a Spanish language commercial on any English language network must be made in accordance with Section 34 – Program Commercials-Compensation For Use or Section 35 – Cable. For use of each Spanish language commercial on any network, Producer shall pay principal performers and group performers for 13 weeks of use as follows:

##### 1. On-Camera

All principal performers, except Group Performers .....	\$ 1,932.00
(Solos and Duos are included as principal performers)	
Group Singers or Group Dancers 3 to 5.....	\$ 1,414.35
Group Speakers 5.....	\$ 1,414.35
Group Singers/Dancers/Speakers 6 to 8 .....	\$ 1,251.90
Group Singers/Dancers/Speakers 9 or more .....	\$ 1,035.45

##### 2. Off-Camera

All principal performers except Group Performers .....	\$ 1,452.90
(Solos and Duos are included as principal performers)	

Group Singers/Speakers 3 to 5 voices .....	\$ 820.75
Group Singers/Speakers 6 to 8 voices .....	\$ 711.00
Group Singers/Speakers 9 or more .....	\$ 579.65

In the event Spanish language commercials used on a network are used during the same cycle as wild spot commercials, then an additional payment shall be made not later than 15 working days after the completion of such cycle for all additional units at the following rates. (Such additional unit payments shall include the unit value of the market area of Puerto Rico, in the event any station in Puerto Rico is added to the Spanish language network. The unit value of the market area of Puerto Rico shall be 17 units.):

1. On-Camera

All principal performers except Group Performers .....	\$ 4.88
(Solos and Duos are included as principal performers)	
Group Singers or Group Dancers 3 to 5.....	\$ 3.46
Group Speakers 5.....	\$ 3.46
Group Singers/Dancers/Speakers 6 to 8 .....	\$ 3.20
Group Singers/Dancers/Speakers 9 or more .....	\$ 2.48

2. Off-Camera

All principal performers except Group Performers .....	\$ 3.54
(Solos and Duos are included as principal performers)	
Group Singers/Speakers 3 to 5 voices .....	\$ 2.05
Group Singers/Speakers 6 to 8 voices .....	\$ 1.85
Group Singers/Speakers 9 or more voices .....	\$ 1.32

**B. Wild Spot Fees**

For wild spot use of each Spanish language commercial, Producer shall pay principal performers and group performers in accordance with the scale for 13 weeks of use contained in Table A of this Contract.

- The following Spanish language television market areas are weighted, subject to review and adjustment as provided in paragraph 2 of this subsection B. All other television markets not specifically listed shall be weighted as one unit.

<i>Television Market Areas</i>	<i>Unit Weight</i>
Albuquerque, New Mexico.....	2
Chicago, Illinois.....	7
Dallas-Fort Worth, Texas .....	6
Denver .....	2
El Centro, California/Yuma, Arizona/Mexicali, Mexico.....	4
El Paso, Texas/Juarez, Mexico .....	9
Fresno, California .....	3
Houston, Texas .....	7
Laredo, Texas/Nueva Laredo, Mexico.....	2
Los Angeles, California .....	39
McAllen/Brownsville, Texas/Matamoros, Mexico.....	6
Miami, Florida .....	17
New York, New York.....	32
Phoenix, Arizona .....	4
Sacramento, California .....	3
San Antonio, Texas.....	5
San Diego, California/Tijuana, Mexico .....	10
San Francisco, California.....	6

2. The foregoing assignment of unit weights for all cities except New York, Los Angeles and Miami is based upon current ADI Spanish population estimates published by Strategy Research Inc. (In the event the United States census figures are revised to include undocumented workers, the appropriate adjustments shall be made for the unit weights of all Television Market Areas.) The market areas with Spanish population under 500,000 are assigned 1 unit each with an additional unit added for each increment of 200,000 in population or part thereof, which assignment of unit weights shall be reviewed and adjusted effective as of January 1 of each year during the term of this Contract commencing with the year 2004. Any additional markets which may be added during the term of this Contract shall be assigned unit weighting on the basis of the same formula. New York is assigned 32 units and Los Angeles is assigned 39 units; Miami is assigned 17 units.

Thus, for example, for purposes of computing the use fee for use of a commercial produced hereunder in New York and Chicago, the total unit weight assigned to such market areas is 39 units and the use fee taken from Table A of the Screen Actors Guild 2003 Commercials Contract is \$1,069.50 for an on-camera principal performer; \$777.59 for an off-camera principal performer, etc.

### **C. Cable Use Fees**

See Section 35 of this Contract.

## **3. FOREIGN USE**

If Producer wishes to acquire the right to exhibit Spanish language commercials in any South American or Central American country or Mexico (outside of the border states), or any Caribbean country or Puerto Rico, the individual principal performer's contract shall contain a provision granting such right for each one-year period of such use at additional compensation to the principal performer as follows:

- A. For use in South America and/or Central America and/or Mexico (outside of the border states): 3 session fees;
- B. For use in the Caribbean and/or Puerto Rico: 2 session fees;
- C. For use in any country covered by subsection A and any country covered by subsection B: 3 session fees.

## **4. EXCLUSIVITY**

If a Producer wishes to obtain exclusivity for competitive products or services in English language commercials, Producer will pay performer an additional 50% of all session, use and holding fees. Producer must notify performer at the time of audition or interview and at the time of hiring of its intent to obtain such exclusivity.

## **5. NOTIFICATION OF USE OF PRODUCER'S FACILITIES**

Producer shall notify Screen Actors Guild of the names of all employers who use the Producer's recording facilities for the purpose of making Spanish language commercials at least 24 hours in advance of each recording.

## **6. ACCESS TO NETWORK RECORDS**

The Union, upon request, shall have access to all network records necessary to verify the use of Spanish language commercials.

## **7. DELIVERY OF CHECKS**

All payments to principal performers, including payments for the original session and all use fees, shall be made by check payable to principal performers and delivered to the appropriate Screen Actors Guild office in stamped, unsealed envelopes addressed to the principal performer.

## **8. TRANSLATION**

A principal performer may not be required at a session or audition to translate the script into any other language. If a principal performer agrees to translate at the request of Producer, Producer shall pay the principal performer for such service at an audition or session, as the case may be, an additional amount equal to 50% of the minimum session fee, and the Audition Report Form or production time report, whichever is applicable, shall so indicate.

## **9. APPLICABLE TERMS**

Except as otherwise provided in this Schedule, all terms of the Screen Actors Guild 2003 Commercials Contract shall be applicable.

## **SCHEDULE D — EXTRA PERFORMERS**

### **I. APPLICABLE PROVISIONS**

The following provisions of this Contract shall apply to the employment of extra performers:

2. EFFECTIVE DATE AND TERM
3. EXISTING CONTRACTS
4. DEFINITIONS
14. POLICY OF NONDISCRIMINATION AND AFFIRMATIVE ACTION
15. INDEPENDENT CASTING AGENCIES
24. UNION STANDARDS
46. CONTRIBUTIONS TO PENSION AND HEALTH PLANS
47. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES
49. CONTRACT INCORPORATED IN INDIVIDUAL CONTRACT; WAIVERS
52. PRODUCER, UNION AND PERFORMER RESPONSIBILITY
54. INDUSTRY-UNION STANDING COMMITTEE
55. TRANSFER OF RIGHTS — ASSUMPTION AGREEMENT
56. LETTERS OF ADHERENCE
57. ARBITRATION
58. NO STRIKE CLAUSE
60. WAGE CONTROL
61. CONTRACT BINDING
65. SEPARABILITY
66. HEADINGS AND INDEX
67. TITLE



## II. PRE-PRODUCTION

### 1. RECOGNITION AND SCOPE

- A. The Union is recognized by the Producers, and each of them, as the exclusive bargaining agent for all extra performers employed in the production of commercials in the zones as defined in subsections C, D and E hereof. The term “extra performer” means all persons performing extra work as defined in the certification of representatives dated April 2, 1946 in the matter of RKO Pictures, Inc., case no. 21-R-3206, before the National Labor Relations Board, including all classifications listed in Section 6, Minimum Wage Scales, within the zones of jurisdiction as defined in subsections C, D and E of this Section 1.
- B. This Schedule D shall be effective and apply to all persons engaged, employed or used to perform extra work for commercials as defined in Section 4 of this Contract in the zones as defined in subsections C, D and E hereof.
- C. Los Angeles Extra Zone

The terms and conditions of this Schedule D shall apply in a zone within a circle of three-hundred (300) air miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, which shall not include the Republic of Mexico or the cities of San Diego, California and Las Vegas, Nevada; provided, however, that Producer shall not be obligated to transport extra performers to locations which are distant more than 100 miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California. The foregoing exception is limited to Producer’s obligation with respect to transportation only and shall not relieve Producer of any other obligation under this Schedule D, including, without limitation, the provisions of Section 19, Preference of Employment, if registered extra performers are readily available at the time and place of location photography.

- D. New York Extra Zone

The terms and conditions of this Schedule D shall apply as follows:

- (a) Commercials Produced by Studios Based in New York

- (i) For commercials produced by studios based in New York, the terms and conditions of this Schedule D shall apply in an area for a radius of 300 miles from the center of Columbus Circle in the City of New York; provided, however, that Producer shall not be obligated to transport extra performers to locations (other than locations any place on Long Island) which are distant more than 100 miles from the center of Columbus Circle in the City of New York. The foregoing exception is limited to Producer’s obligation with respect to transportation only and shall not relieve Producer of any other obligation under this Schedule D, including, without limitation, the provisions of Section 19, Preference of Employment, if registered extra performers are readily available at the time and place of location photography.
- (ii) The phrase “produced by studios based in New York” shall mean the production of commercials within the area defined by Section 1 D (a) (i) hereof, by a studio situated in the New York Metropolitan Area which is hereby defined as the area within a radius of 50 miles from the center of Columbus Circle.

- (b) Commercials Produced by Studios Not Based in New York

- (i) For commercials produced by studios not based in New York, the terms and conditions of this Schedule D shall apply in a zone within a radius of 100 air miles from the center of Columbus Circle in the City of New York.

- (ii) A second circular zone, drawn with a radius of 300 air miles from the center of Columbus Circle, which however, excludes the area of the circle described in Section 1 D (a) (i) above, is hereby created. In such zone it is agreed that for commercials produced by studios not based in New York, only the minimum wage scales and working conditions of this Schedule D shall apply. However, Producer shall not be obligated to transport extra performers in this zone, and the provisions of Section 19, Preference of Employment, shall be applicable in this zone for extra performers, only if such extra performers are readily available at the time and place of photography.
- (iii) The phrase “produced by studios not based in New York” shall mean the production of a commercial by a studio situated outside of the New York Metropolitan Area, as hereinabove defined, on location in the jurisdiction as defined in Section 1 D (b) hereof.

E. Other Extra Zones

The terms and conditions of this Schedule D shall apply in the extra zones as listed below.

* Albuquerque, New Mexico	100 miles from the center of the city
*Atlanta, Georgia	100 miles from the center of the city
Boston, Massachusetts	100 miles from the center of the city
Chicago, Illinois	100 miles from the center of the city
*Cleveland, Ohio	100 miles from the center of the city
Dallas, Texas	100 miles from the center of the city
Denver, Colorado	150 miles from the center of the city
Detroit, Michigan	100 miles from the center of the city
Hawaii	The State of Hawaii
Houston, Texas	100 miles from the center of the city
Las Vegas, Nevada	100 miles from the center of the city
Miami, Florida	100 miles from the center of the city
*Minneapolis, Minnesota	100 miles from the center of the city
Nashville, Tennessee	100 miles from the center of the city
Orlando, Florida	100 miles from the center of the city
*Philadelphia, Pennsylvania	100 miles from the center of the city
*Phoenix, Arizona	150 miles from the center of the city
Portland, Oregon	100 miles from the center of the city
* Salt Lake City	100 miles from the center of the city
*St. Louis, Missouri	100 miles from the center of the city
*San Diego, California	The city of San Diego
San Francisco, California	100 miles from Market and Powell Streets including Lake Tahoe.
*San Juan, Puerto Rico	100 miles from the center of the city
*Seattle, Washington	100 miles from the center of the city
*Tucson, Arizona	150 miles from the center of the city
*Washington, D.C.	100 miles from the center of the city

Wilmington, North Carolina 100 miles from the center of the city

In the event the Union establishes offices in cities other than those listed above and Producer claims that there is not a sufficiently large pool of qualified professional extra performers in the area of any office hereafter established by the Union to meet the employment needs of Producer, or if Producer so claims with respect to any of the thirteen cities identified by an asterisk (\* — listed above), the matter shall be submitted to the Industry-Union Standing Committee for determination. SAG shall notify the JPC in writing whenever it establishes an office in any city not listed above. Preference of Employment shall apply in an area within 100 miles from the center of each such city from and after the sixtieth (60<sup>th</sup>) day following such notification.

## **2. WAIVERS**

### **A. General Conditions Applicable to Waivers**

If a Producer requests a waiver affecting extra performers, the Union, if it believes that the Producer is entitled thereto, will issue the waiver, without the imposition of any conditions, which waiver, in the absence of misstatement or concealment of the facts, will be final. If the Union believes that the Producer is not entitled to such final waiver, it shall issue a reviewable waiver (which is equivalent to a refusal of a waiver), or it may issue a conditional waiver wherein it will designate the conditions upon which it is willing to have the Producer proceed. Producer may either accept such conditions or refuse to accept the same. If a conditional waiver be issued and the Producer rejects the conditions thereof, or if the union issues a reviewable waiver as aforesaid, the Producer may nevertheless proceed as though a final waiver had been issued. If the Producer shall proceed without first obtaining a final waiver or without complying with the conditional waiver, it shall notify the Union in writing to that effect within a reasonable time thereafter, and the Union within 20 days after receipt of such written notice shall have the right to invoke the arbitration procedure as provided in Section 57, Arbitration, of this Contract, which determination shall be made as to whether a final waiver should have been given or whether the Union was justified in refusing the same or in imposing conditions. If it finds in favor of the Union, it shall determine the remedy to which the Union is entitled and make an award accordingly. The Producer, if it so desires, may refer to the said procedure of Section 57 at any time (including prior to photographing) any question with regard to the Union's refusal to issue a waiver or with reference to any conditions imposed or sought to be imposed by the Union in connection with the issuance of any waiver, and the decision reached in such procedure with respect to such matters shall be final.

All waivers shall be requested as long as reasonably possible before desired and shall be acted upon promptly by the Union. If the Union shall fail to do so, the Producer may proceed in a like manner as though the Union had issued a reviewable waiver, so notifying the Union in writing and with the same effect as in the case of reviewable waiver.

The application for a waiver by any Producer shall not be deemed an admission that the Producer cannot proceed without obtaining such waiver, nor shall the issuance by the Union in any instance of a waiver be an admission that the Producer is entitled to such a waiver.

### **B. Crowd Work**

Crowd work may be performed by persons who do not possess the required skill, training and experience of registered extra performers, under the conditions and restrictions hereinafter provided. Wherever the Producer employs 40 or more registered extra performers for work in a particular commercial on a particular day, the Producer may employ any number of nonregistered persons to perform crowd work. For purposes of this paragraph, extra performers who work as stand-ins or photographic doubles shall not be counted in determining whether 40 registered extra performers have been employed on a particular day.

Such automatic waiver will be final, in the absence of misstatement or concealment of the facts by the Producer, and unconditional, except that the Producer receiving such waiver shall only employ or use nonregistered persons to perform crowd work in accordance with the following restrictions:

- (a) Nonregistered persons performing crowd work shall respond to direction by groups and cannot be required to perform individual business or be required to memorize songs for recording or mouthing to a playback; such nonregistered persons may be required to speak omnies and to sing.
- (b) Nonregistered persons performing crowd work shall not be photographed in close-up shots, and shall not appear in the foreground with, or immediately surrounding actors.
- (c) The Producer or its hiring agency may not designate in its call specifications of age, race, general type, or wardrobe, with the following exceptions:
  - (i) Wardrobe customarily possessed by the average person not engaged in performing in commercials as a livelihood may be required, but such requirement may only be specified as to the season of the year, e.g., Fall, Spring, Summer or Winter, or light or dark clothes, top coats and hats.
  - (ii) The age specification shall not be more specific than a spread of 10 years.
  - (iii) Sex may be specified.
  - (iv) Racial type may be generally described.
- (d) The nonregistered persons so called may not be used in more than 1 commercial on the same day, or more than 25 days in any calendar year.
- (e) The first call to work for nonregistered extra performers shall be no earlier than the call for registered extra performers and the dismissal time for nonregistered extra performers shall be no later than the dismissal time for registered extra performers. When the production schedule requires that calls to work be staggered, the Producer shall advise the Union of the staggered work calls at the time the waiver is requested.
- (f) Interviews may not be required of nonregistered persons.
- (g) The Producer may add additional wardrobe on the same day a nonregistered person is so employed, except that such nonregistered person may not be used to portray any particular occupation such as policeman, fireman, nurse, doorman, maid, waiter, waitress, butler, guard, police matron, soldier, sailor, nor may be required to wear dress-up period clothes or kilts. Nonregistered persons so employed may not be “fitted” (tailored) nor elaborately wardrobe.
- (h) Nonregistered persons so employed cannot be required to bring additional wardrobe, but may be required to wear a complete outfit.
- (i) Nonregistered persons so employed shall not be required to wear hair goods affixed by spirit gum.
- (j) Nonregistered persons so employed may not be used to perform hazardous work, or other work calling for an adjustment.

### **C. Undirected Scenes**

- (a) Crowds at Public Events — Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events numbering 1000 or more persons; such event must be publicized or advertised and not staged for the production of commercials. Such events shall be open to the general public, with or without payment of admission fee. The crowd so photographed shall appear only as atmospheric background, except in the case of nonmilitary parades with floats.

Such scenes wherein principal performers, extra performers, or photographic doubles appear may be used in a commercial only where the Producer stages one or more tie-in shots, using registered extra performers in connection with such scenes. In photography at such public events the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that if one or more tie-in shots using registered extra performers are staged by Producer in connection therewith, such events as well as the crowd in attendance may be photographed and used in long establishing shots (not including close shots). The foregoing limitations shall not apply to nonmilitary parades with floats.

Members of the public shall not be directed by the Producer nor notified by the Producer in any way that they will appear in a commercial. Neither reflectors nor studio type lights shall be used by the Producer in photographing crowds at public events, except that principal and extra performers may be highlighted. Sound recording shall not be made in connection with the photography of such public events, except for wild or cue tracks.

Any person, other than a principal performer, who receives direction from the Producer, or who is required by Producer to wear make-up, costumes or wardrobe, shall be a registered extra performer. Where actors or photographic doubles are used, all persons immediately surrounding such actors or photographic doubles must be registered extra performers.

- (b) Undirected Street Scenes — Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph normal activities of persons in undirected street scenes, subject to the following limitations:
  - (i) Photography shall be by a moving hidden camera, except for long establishing shots or running shots or, under mutually agreeable conditions, other shots with a hidden camera.
  - (ii) Street scenes shall not be staged for the purpose of the production of commercials.
  - (iii) Members of the public shall not receive direction from the Producer nor shall they be notified that a commercial is being made.
  - (iv) Principal or extra performers employed by the Producer shall not perform any business with members of the public.
  - (v) Sound recordings shall not be made except for wild or cue tracks.
  - (vi) Neither reflectors nor studio type lighting shall be used by Producer in photographing undirected street scenes, except for the purpose of highlighting actors or extra performers in running shots.
  
- (c) Industrial Operations — Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph actual factory production showing workers engaged in practical operation of technical and complicated machinery, subject to the following limitations:
  - (i) The factory scene shall not be staged for the purpose of commercial production.
  - (ii) Principal or extra performers employed by the Producer shall not perform any business with nonregistered persons.
  - (iii) The factory personnel so photographed shall only appear as atmospheric background performing their usual work.
  - (iv) Where principal performers or photographic doubles are used, all persons immediately surrounding such principal performers or photographic doubles must be registered extra performers.

- (v) Any person, other than a principal performer, who receives direction from the Producer, or who is required by Producer to wear make-up, costumes or wardrobe, must be a registered extra performer.
- (d) General — It is contemplated that during the term of this Contract certain shots of people engaged in their normal pursuits and activities would be of production value but which shots would be of such type or scope or in such locale as to be impractical to stage. For example – long establishing shots of very large crowds; long panoramic shots of locales; and incidental normal background traffic, either pedestrian or vehicular, photographed in connection with a directed street scene staged for the purpose of commercial production.

The Union agrees to cooperate with the Producer in good faith to the end of liberally granting unconditional waivers to the Producer for the photographing of such activities.

- D. Technical or Complicated Machinery — The Union agrees to liberally grant waivers for the photography of persons actually operating technical or complicated equipment or machinery.
- E. Armed Forces Personnel — It is contemplated that during the term of this Contract certain photographing of personnel of the Armed Forces engaged in their normal duties or activities would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage.

The Union agrees to cooperate with the Producer in good faith to the end of liberally granting unconditional waivers to the Producer for the photographing of such activities.

- F. Advertiser's Regular Employees — It is contemplated that during the term of this Contract, that upon specific request of the Producer or its hiring agency, the Union will continue its present general practice of liberally granting waivers for certain photographing of actual employees of the advertiser, engaged in their regular employment, performing their normal duties or activities at the advertiser's usual place of business which would be impractical to stage.

### **III. PRODUCTION**

#### **3. HIRING OF EXTRA PERFORMERS**

- A. No extra performer shall be employed on account of personal favoritism.
- B. Rotation of work shall be established to such reasonable degree as may be possible and practicable.
- C. No person having authority from the Producer to hire, employ or direct the services of extra performers, shall demand or accept any fee, gift, or other remuneration in consideration of hiring or employing any person to perform work or services as an extra performer, or permitting such person to continue in said employment.
- D. No extra performer shall be requested by or on behalf of Producer to agree to any exclusivity provision of any kind or nature nor shall any extra performer otherwise be limited in any way in his/her right to accept and secure employment in any commercial hereunder because of his/her previous employment in a commercial or commercials advertising competitive products or services.
- E. Calls
  - (a) An extra performer is engaged if he or she has been notified of a specific date to report.

- (b) At the time of hiring, an extra performer shall be informed of the type of work involved; whether it is an interior or exterior; if it is to be on location; wardrobe requirements and the estimated total number of days of the call when known.
- (c) When a hand model is given a call, he/she must be given a complete description of the work to be performed. In all cases the hand model must be advised of any unusual working conditions.

F. Hazardous Work

- (a) When an extra performer is given a call, he/she must be given a complete description of the work to be performed. In all cases, the extra performer must be advised of any unusual working conditions, including, but not limited to, work with animals, hazardous working conditions, night work, and wet, dust and smoke work. When an extra performer is not notified, he/she shall be given the option of refusing to work, and must be paid a full day's pay.
- (b) Extra performers who are hired on the minimum check, and who thereafter accept hazardous work, shall be entitled to additional compensation and the amount of additional compensation shall be agreed to between the extra performer and the Producer, or the Producer's representative, prior to the performance of such work. An extra performer will not be discriminated against for refusing to accept hazardous work.
- (c) If Producer requires a hand model to perform activities which by virtue of their nature will subject the hand model to physical injury or hazard, it shall be deemed to be hazardous work (e.g., close contact with flame or extremely hot objects and excessive exposure to detergents or chemicals). Performance of hazardous work by hand models requires additional compensation, the amount of which is subject to separate negotiation between the hand model and the Producer.
- (d) The Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) so as to avoid injury to the extra performer.
- (e) The Producer will not deliberately hire anyone but a registered extra performer, hired in accordance with this Schedule D, to perform hazardous extra performer's work. No stunt performer hired as such may be employed for recognized extra performer's work on location except for bona fide emergencies not within the contemplation of the Producer, and no stunt performer hired as such may be employed for recognized extra performer's work at the studio on the same day he/she was employed as a stunt performer on the same production.
- (f) Upon a written request from the Union, the Producer will submit to the Union a report indicating whether any stunt performers have been employed on a particular commercial. Upon the written request of the Union, the Producer will also furnish a copy of the script involved and make the film available to the Union for viewing.

G. The following persons shall not be employed as extra performers with respect to the production of any commercial: persons on the payroll of the advertising agency; staff or crew of the production company; or any person involved in the casting process.

Producer shall pay to Union, as liquidated damages, an amount equivalent to the minimum applicable session fee for each commercial for which such person is employed during a single engagement, up to a maximum of two such session fees.

H. Only the Producer or its hiring agency shall perform any services in connection with the hiring or employment of extra performers, whether for remuneration or otherwise.

I. Any complaints of alleged breach of any of the provisions of this Section 3 shall be presented to the Industry-Union Standing Committee for the purpose of mediating or adjusting such complaints.

#### **4. ADDITIONAL SERVICES**

No service of the extra performer is contracted for except as specified in this Schedule D. This Section is not intended to prevent an extra performer from contracting for services of a kind not covered by this Schedule D by individual contract, at such rates of pay and under such conditions as Producer and the extra performer shall agree, subject only to the fact that it shall not be in conflict with the collective bargaining agreements of the Union.

#### **5. TYPES OF USE**

##### **A. Unlimited Use**

Unless the extra performer is notified at the time of hire that compensation shall be paid on the basis of a 13-week cycle of use, the extra performer shall be paid compensation at not less than the Unlimited Use rate applicable to the extra performer's classification as provided in Section 6A.

##### **B. 13-Week Cycle**

###### **(a) Initial 13-Week Use**

If the extra performer is notified at the time of hire that he/she is to be paid on the basis of a 13-week cycle of use, he/she shall be paid not less than the initial 13-week use rate applicable to the extra performer's classification as provided in Section 6A.

Any use beyond this initial 13-week cycle of use will require notification and additional payment to the extra performer as provided in paragraph 5B(b) below.

###### **(b) Extended Use Beyond Initial 13 Weeks**

The extra performer shall be notified prior to or within 12 working days after the commencement of any period of extended use beyond the initial 13 weeks and he/she shall receive additional compensation of not less than the extended use classification rates set forth in Section 6, Minimum Wage Scales of this Schedule D. A notice shall also be sent to the Union. After one such additional payment has been made, the extra performer shall not be entitled to any further payment.

###### **(c) Damages**

In the event neither the extra performer nor the Union is notified and proper payment not made, as set forth in the immediately preceding paragraph, and there is continued usage of the commercial beyond the initial 13-week period, then the extra performer shall receive as damages additional compensation in the amount of 3 times the maximum pay received on that commercial.

Provided, however, in the event that payment for such continued usage is made prior to notification by the Union or extra performer of default, then only the additional payment required by Section 6, Minimum Wage Scales, plus damages provided for in Section 10, Payment Requirements, shall be paid.

#### **6. MINIMUM WAGE SCALES (See Section 7 of this Schedule D for Cable Minimum Wage Scales and Provisions)**

##### **A. Minimum Wage Rate Requirements for Extra Performers**

The Producer agrees that no extra performer shall be hired to perform any work within the Union's jurisdiction at less than the current minimum wage rate for commercial extra performers set forth below and that the following minimum wage scales shall be applicable to each respective classification as set forth below:



<b>Classifications</b>	<b>Unlimited Use</b>	<b>Initial 13-Week Use</b>	<b>Extended Beyond 13 Weeks</b>
Hand Model	\$445.30	\$296.20	\$321.00
Commercial Extra Performer	\$291.80	\$169.40	\$218.50

Dancers, Swimmers or Skaters (Choreographed) — Shall be paid the same rates and conditions as “Group Singers” set forth in the Section 20 A 1 of this Contract. (For Dancers’ Special Working Conditions, see Schedule A, Section FF.)

**B. Stand-in or Photographic Double**

If an extra performer is required to perform work as a stand-in or photographic double during any part of his/her workday in addition to performing any other extra performer’s work covered by this Schedule D, he/she shall receive additional compensation of not less than an additional day’s pay over and above his/her total daily compensation for performing such other extra performer’s work. (Overtime shall be paid on the highest classification only).

On days when any other performers are employed, including rehearsal days, registered extra performers will be utilized to perform stand-in work. On prep days when no other performers are employed, there is no requirement to utilize registered extra performers.

**C. Standard Opening or Closing**

In addition to the minimum rates and conditions otherwise provided by this Schedule D, up to a maximum of 20 extra performers, who are specifically selected for and are employed in any particular standard opening or closing shall receive additional compensation in the amount of \$93.35 per day. Extra performers in excess of such 20 so employed in such a standard opening or closing shall not be entitled to receive any such additional compensation.

**D. Omnies**

Any extra performer who speaks atmospheric words, commonly known in the industry as “omnies,” is entitled to the basic wage for the particular call.

**E. Commercials Made for Initial Use on the Internet**

- (a) Except as provided in subsection (c) below, Producer may bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer’s agent. Neither the Union nor the Producers will promulgate minimum rates. The provisions of Schedule D, Section 17 shall apply to all commercials produced under this subsection E, except that allowances and liquidated damages shall be agreed by direct bargaining with the performer or the performer’s agent.
- (b) The Producer shall make contributions to the Pension & Health Plans on all compensation paid to performers in accordance with the provisions of Section 46 of the Contract as hereby amended.
- (c) In the event of broadcast use of an Internet commercial, Producer shall also pay each extra performer not less than the difference, if any, between the applicable minimum compensation rate provided in Schedule D and the freely bargained rate initially paid to the extra performer.

## 7. CABLE

### A. Commercials Used on Pay TV Systems

This Section does not apply to, nor authorize the use of, commercials on pay TV systems, as that phrase is used in the Industry, which do not now carry commercial announcements.

### B. Commercials Produced for Cable Transmission Only

#### (a) Minimum Wage Scales

Extra performers hired to work in commercials produced for cable transmission only shall receive the following minimum wage rate which shall cover use of the commercial for 1 year only.

Classifications	Use for One Year	
	First Commercial Produced in One Day	Each Additional Commercial Produced in One Day
Hand Model	\$445.30	\$111.35
Commercial Extra Performer	\$291.80	\$72.95

Producer may negotiate with extra performers for the right to use such commercials on cable beyond 1 year, on terms no less favorable than herein provided.

#### (b) Cable Integration Fees

Whenever footage produced during a given workday for commercials produced for cable transmission only is integrated into one or more other cable commercials, all extra performers involved in that portion of the footage so utilized shall be paid a single additional payment as follows:

Classifications	Use For One Year
Hand Model	\$329.05
Commercial Extra Performer	\$216.80

#### (c) Limitation on Use

A commercial produced for cable transmission only may not be used on conventional television unless and until:

- (i) each extra performer in the commercial has given permission for such use;
- (ii) each extra performer is paid not less than the applicable minimum wage scale under Section 6, Minimum Wage Scales, of this Schedule D.

#### (d) Applicability of Other Terms of Schedule D

Except as provided in this Section 7, all terms and conditions of this Schedule D shall apply to commercials produced for cable transmission only.

## **8. WORKDAY**

### **A. Day's Pay Per Commercial**

- (a) The rates set forth in Sections 6 and 7 in this Schedule D shall constitute payment for the first commercial made during any work day. An extra performer who performs work on more than one commercial during a single day shall be paid additional compensation for each additional commercial on which he/she works that day provided, however, that when more than one day's work is involved in a single engagement, the extra performer shall be entitled to payment for the number of days of work or the number of commercials produced, whichever is greater.

Nothing in this subsection shall affect the performer's right to overtime compensation or additional compensation as provided by Section 5 of this Schedule.

- (b) An extra performer who performs work for more than one commercial during a single day shall be paid a full day's pay for that commercial and an additional day's pay for each separate commercial on which he or she works that day. If performer incurs overtime, the overtime premium shall be paid for only one commercial.

### **B. Products of Same Advertiser**

An extra performer may work during a single day on one commercial simultaneously demonstrating or illustrating several products of the same advertiser for the same day's pay, including overtime and additional compensation.

### **C. Rest Period**

An extra performer will have at least 5 minutes rest during each hour of actual rehearsal or shooting, but if the scene being rehearsed or shot be of a continuing nature, such rest period may be accumulated to be not less than 10 minutes during each 2 hours of such continuous rehearsal or shooting.

### **D. Payment For Wild Footage**

Notwithstanding anything contained elsewhere in this Section 8, where Producer employs an extra performer during a single day for the purpose of shooting footage which is not being photographed for use in any particular commercial or commercials (wild footage) such photography thereafter may be integrated into several commercials for the same advertiser made subsequently and may be used for a period not to exceed 21 months, provided that each and all of the following conditions of employment are fulfilled by the Producer:

- (a) Such extra performer shall be notified in advance that he/she is being so employed on that single day for shooting which is not being photographed for use in any particular commercial or commercials.
- (b) Such extra performer shall be paid 2 full days' pay including overtime for his/her work performed during that single day.
- (c) Such extra performer shall be guaranteed an additional 2 full days' pay including overtime for future possible use of such films as an integrated portion of several commercials during such maximum 21 months' period and paid accordingly, so that he/she receives a total of 4 full days' pay including overtime, when paid for the work performed on that day in accordance with Section 10, Payment Requirements, hereof.

It is agreed that such extra performer shall likewise receive an additional 4 full days' pay including overtime for any and all additional uses of such film as an integrated portion of one or more commercials during each 21 months' period beyond such first maximum 21 months' period.

**E. Alternate Scenes or Lines**

Notwithstanding any provision of this Section 8 to the contrary, alternate scenes photographed or lines recorded for a specific single commercial shall not be considered additional or separate commercials and shall not require additional compensation unless and until such alternate scenes or lines are incorporated into a commercial and such commercial is telecast. In such event all extra performers to whom an integration fee has not been paid and who are involved in the alternate scenes or lines so incorporated shall be paid an additional day's pay whether the resulting commercial is a new or additional commercial, or a permitted version under Section 26, Editing of Commercials.

**F. Directorial Changes**

In accordance with past experience, directorial changes based upon the director's discretionary judgment and creative skills may be made in the course of photography or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial.

**G. Working in Higher Classification**

If any part of the workday is worked at a higher rate than the rate under which the extra performer is called for work, the higher rate shall prevail for that entire workday. If the extra performer is called back for the next day and the Producer intends that he/she shall revert to the rate at which he/she was originally hired, the extra performer must be notified of such intention at the time of the call back.

**H. Guarantee of Employment**

1 day's pay eight (8) hours.

The foregoing guarantee is subject to rights of cancellation, as provided in Section 17, subsection C, Cancellation of Calls, and Section 17, subsection 0, Weather Permitting Calls, of this Schedule D.

**9. INTEGRATION**

Subject to the provisions of Section 8, Workday, whenever photography made for a commercial is integrated into one or more commercials, all extra performers involved in that portion of the footage as utilized shall receive a single additional payment as follows:

Classifications	Integration Fee
Hand Model	\$445.30
Commercial Extra Performer	\$291.80

Payable within 15 business days after the first air-date of the first commercial into which photography has been integrated.

**IV. GENERAL TERMS**

**10. PAYMENT REQUIREMENTS**

- A. Extra performers shall be paid within 12 working days.
- B. Each Producer who is signatory to this Contract shall, whenever and as often as the Union makes such request, turn over to the Union the several checks for the money due from such Producer to the respective extra performers as remuneration for services rendered by them, such checks to be delivered by the Union

to the extra performers entitled thereto. At the time of turning over the said checks, the Producer will furnish the Union with whatever records may be required to enable it to distribute the same.

- C. The foregoing payment requirements shall apply in the case of all wages, agreed upon or offered adjustments, allowances and damages to which extra performers are entitled under this Schedule D. In the event of a claim, any undisputed sums due and payable to extra performers shall nevertheless be paid within the time period specified in this Section 10. Failure to make timely payment shall activate the liquidated damages for late payment. Liquidated damages for late payment shall accrue commencing 12 business days after the settlement of a disputed claim.
- D. In any case where payment is made in foreign currency such payments shall be adjusted to the proper rate of exchange so that in no case shall the extra performer receive less than the equivalent in U.S. dollars of the minimums required by this Schedule D.

## **11. LIQUIDATED DAMAGES FOR LATE PAYMENT**

- A. In the event Producer fails to make timely payment as provided in Section 10, Payment Requirements, the following cumulative liquidated damage payments shall be due and payable to the extra performer for each day, beginning with the day following the date of default: \$2.50 per day for each day up to thirty days (excluding Saturdays, Sundays and Holidays which Producer observes). Thereafter, the liquidated damage payment shall cease unless either the Union or the extra performer gives written notice to the Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within twelve working days thereafter, the liquidated damage payment shall be resumed retroactive to the date of the receipt of notice of nonpayment and the amount of such damages shall thereafter be \$5.00 per day and shall continue without limitation as to time. Such liquidated damages shall be in addition to any and all other remedies which the Union may have against Producer under this Schedule D.

The liquidated damages herein provided shall not be invoked if the extra performer is at fault for failure to furnish his/her W-4 form or other required tax forms or if the extra performer, having been furnished a contract on or before the date of employment, fails to return the signed contract promptly, or when there is a bona fide dispute as to compensation.

- B. In the event Producer fails to make timely payments as required hereunder, the Union may, by written notice, require the payment of all compensation or fees be sent to extra performers in care of a designated Screen Actors Guild office.

## **12. TIME CLOCKS**

The Producer agrees to designate an official clock on each set for the purpose of computation as required by this Schedule D.

## **13. AGENCY FEE**

- A. All compensation paid to extra performers employed by the Producer through any agency shall be net to the extra performer, except for such deductions or withholdings as may from time to time be provided by law.
- B. The Producer, not the extra performer, shall bear the agency fee for obtaining employment. If the extra performer is represented by an agent, the Producer will include the agent's commission in the gross compensation to the extra performer provided that the performer's gross compensation less such agent's commission is not below the applicable minimum compensation for such employment. However, an extra performer working in the classification of hand model under the "Unlimited Use" provisions of Section 6, Minimum Wage Scales, may pay an agent's commission out of such minimum payment. Gross compensation for all extra performers shall be subject to applicable Pension and Health contributions.

- C. Upon written request of either party during the term of this Contract, the provisions of Section 13 B of this Schedule D shall be subject to renegotiation for the purpose of correcting any claimed abuses or hardships arising thereunder.

## **14. REQUIRED RECORDS AND REPORTS**

- A. The Producer agrees that the Union shall be afforded reasonable access to the records of any agency used by the Producer for the employment of extra performers.
- B. Contracts
  - (a) Producer shall give each extra performer at the time of reporting to the set, a properly filled in and executed standard employment contract in the form of Exhibit A-2 to this Contract. The face of such contract shall include a check-off box to note whether wet, snow, smoke or dust work is involved. Producer shall provide to each performer a copy of his or her standard employment contract at the end of the workday.
  - (b) Producer and Union agree that where the travel, work and mealtimes are stated on a contract, no further reports or records need be sent to the Union. However, when such information is not stated on the contract, the Producer shall submit a production time report to the Union.
  - (c) The check voucher shall contain the following unemployment information:
    - (i) Employer of Record
    - (ii) Address
    - (iii) State in which unemployment insurance is filed
    - (iv) State Identification Number
    - (v) State Unemployment Insurance Number
    - (vi) Original session date(s)
- C. The Producer or its hiring agency will furnish the Union with a list of all extra performers engaged, employed or used to render services, showing the date, the time and the commercials to which they are assigned.
- D. The Union may upon 30 days notice require that all compensation checks and copies of contracts for services performed by all extra performers under this Schedule D, will be forwarded to the Screen Actors Guild office for a 1-year period.
- E. In conjunction with the reporting requirements generally applicable to the employment of extra performers under Section 46, Contributions to Pension and Health Plans, of this Contract and Section 18, Union Security; Section 19, Preference of Employment; Section 14 B, Contracts; and Section 17 P 1, Notice of Location of this Schedule D, the Producer agrees to furnish the Union with production reports in a standard form to be agreed upon containing information as to the names of and work performed by extra performers on television commercials, together with the amount of initial and additional compensation paid to each such extra performer, and his/her date or dates and hours of employment and the type of use involved.
- F. Producer further agrees to cooperate with the Union in securing from advertising agencies and other interested third party purchasers, assignees, transferees and successors in interest, letters of adherence or assumption agreements in a standard form to be agreed upon, relative to television commercials produced hereunder.

- G. Failure of the Producer to furnish the Union with any record or reports as required by this Schedule D shall be deemed to constitute a substantial and material breach hereof and entitle the Union to take such lawful steps as it deems necessary to remedy such breach of contract.

## **15. ADJUSTMENTS**

- A. At the time an extra performer performs any services which require an adjustment under the terms of this Schedule D:
  - (a) A designated official of the Producer and such extra performer shall make a good faith attempt to agree as to the exact amount that shall be paid for the performance of such services;
  - (b) Any amount of adjustment definitely agreed upon shall be written on the extra performer's contract by such designated official of the Producer at that time in the presence of the extra performer;
  - (c) If a dispute exists as to the amount of adjustment, such designated official of the Producer shall write the amount offered by him/her on the extra performer's contract in the presence of the extra performer at that time and said amount offered shall be paid in accordance with Section 10, Payment Requirements, pending settlement of the dispute;
  - (d) Such extra performer shall in all instances appropriately indicate on the extra performer's contract that the amount of adjustment offered has been agreed upon or protested, as the case may be.
- B. Whenever a definite adjustment is agreed upon in writing on the extra performer's contract between an extra performer and a designated official of the Producer (not in conflict with this Schedule D), such adjustment shall be final and not subject to review.
- C. The Producer shall promptly furnish the Union with a copy of the information relating to protested adjustments appearing on all extra performers' contracts.
- D. If, in fact, the extra performer is required to do more hazardous work, or different work from that described in the call, such extra performer may present a claim which shall be dealt with in accordance with the procedure set forth in Section 57 of this Contract. Such extra performer may also present a claim that any such call with respect to work of a hazardous nature was too broad in its terms in relation to compensation for the work to be done, or that any such call with respect to services not of a hazardous nature specified the wrong rate of compensation with respect to the services described in such call. If conciliation fails, all such claims shall be arbitrable under said procedure.

## **16. CONSTRUCTION**

The language in all parts of this Schedule D shall in all cases be construed simply, according to its fair meaning, and not strictly for or against the Union or the several Producers. Unless otherwise specifically defined in this Schedule D, all terms used herein shall be given their common meaning in the motion picture industry.

## **17. WORKING CONDITIONS**

### **A. Overtime**

An extra performer employed in excess of 8 hours (excluding meal periods) in any one day of 24 hours from the time the extra performer is required to and does report until dismissed, shall receive time-and-one-half for the ninth and tenth hours and double time thereafter, in hourly units. Overtime payments shall not be compounded.

All overtime for an extra performer shall be based upon the maximum pay the extra performer is receiving on that particular day.

## **B. Call Backs**

A “call back” as the phrase is used herein, means instruction by the Producer to the extra performer given prior to dismissal of such extra performer to return to work on the same commercial.

Producer agrees that “call backs” for extra performers (including hand models) shall be made no later than 4:00 P.M. on the business day prior to that specified in such “call back”. When given a definite “call back,” an extra performer may not be canceled with respect thereto after 4:00 P.M. of that day, except in accordance with the provision of Section 17, subsection C, Cancellation of Calls and Section 17, subsection O. Weather Permitting Calls, of this Schedule D.

On a day when shooting commences prior to 2:00 P.M., unless an extra performer has been given a definite “call back” by 4:00 P.M. to return the following day, he/she shall be free to seek and accept other employment commitments.

Notwithstanding the foregoing, if the extra performer is established so that he/she cannot be replaced and the Producer requires his/her services on the following work day, by giving him/her a definite “call back,” the extra performer shall report pursuant to such “call back” at not less than the same rate of pay. An extra performer, who is given a “call back” after accepting another employment commitment and who must report pursuant to such “call back” because he/she has been established and cannot be replaced, will receive the assistance of the Producer giving the “call back” or its designated casting agency in arranging for him/her to be relieved of such other employment commitment. An extra performer who has performed work at a given rate of pay and is thereafter given a “call back” shall be offered not less than such rate or shall be free to accept other employment commitments rather than accept the “call back” at a lesser rate.

## **C. Cancellation of Calls**

1. The Producer shall have the right to cancel any call for any of the following reasons beyond its control:
  - (a) illness in principal cast;
  - (b) fire, flood or other similar catastrophe;
  - (c) governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the extra performer so canceled shall receive a ½ check, except as provided in subsection 4 below.

2. The Producer shall be entitled to hold and use such extra performers for 4 hours only to the event herein provided. For each additional 2 hours or fraction thereof, the extra performer shall receive a ¼-check.
3. During the time an extra performer is so held, the Producer has the privilege of putting such extra performer into costume, rehearsing or making other use of his/her services. If, however, any recording or photography is done, whether still pictures or otherwise, the extra performer shall be paid the agreed daily wage.
4. If an extra performer is notified of such cancellation before 4:00 P.M. of the work day previous to the work date specified in such call, or is otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to such extra performer as specified in such canceled call, he/she shall not be entitled to such ½ check.
5. If an extra performer’s second work assignment is for a time to commence less than 4 hours after the time of his/her canceled call, the extra performer shall receive in lieu of the ½ check an allowance for



the cancellation of the call on a straight time hourly basis, computed in 30-minute units from the time of the first call to the time of his/her second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than 4 hours after the time of his/her canceled call, the extra performer shall receive the ½ check. Overtime, if any, shall be computed without reference to his/her first call.

6. If an extra performer has not been notified as contemplated by subsection 4 above, then notice must be posted at the hour designated for the call, stating set will not work.
7. Nothing herein contained shall enlarge the Producer's right to cancel calls.
8. Except as provided hereinabove, and except for the performer's default, illness or other incapacity, whenever an extra performer is cancelled, he/she shall be entitled to a full check.

#### **D. Sixteen Hour Rule**

Extra performers shall not be employed in excess of a total of 16 hours, including meal periods, travel time, and actual time required to turn in wardrobe or property, in any one day of 24 hours.

The liquidated damages for violation of the foregoing 16-hour rule shall be 1 day's pay (at the extra performer's scheduled or adjusted daily rate as the case may be) for each hour, or fraction thereof, of such violation. Such damages shall be paid at straight time, unless the violation occurs during a Saturday, Sunday or Holiday for which double time is provided under Section 17, subsection N, Saturday, Sunday and Holiday Work, of this Schedule D.

This provision shall not apply in any case or to any extent where such violation occurred as a result of circumstances or conditions, other than production circumstances or conditions, beyond the control of the Producer with respect to or affecting the return of such extra performers from location, but where the damages are excused, the extra performer shall receive all applicable overtime. The Union will not claim any breach of contract resulting from the violation of the 16-hour rule unless the damages above prescribed are incurred and not paid.

#### **E. Wardrobe and Wardrobe Maintenance Allowance**

1. An extra performer (including a hand model) who reports in and/or brings specified wardrobe as requested by the Producer, shall be entitled to a wardrobe maintenance allowance as follows:

Specified Wardrobe	\$17.20 per costume
Evening Wardrobe/Period (pre-1950) Wardrobe	\$28.65 per costume

2. Extra performers, who at the request of Producer, appear in uniform or in smart street clothes on a dress set shall receive the evening wardrobe allowance (\$28.65).
3. An extra performer shall be dismissed as soon as his/her wardrobe or property has been turned in. Whenever an extra performer turns in wardrobe or property on time for which he/she is not otherwise compensated, he/she shall be paid a minimum of 30 minutes at his/her regular hourly rate for that day. If more than ½-hour is required to check in his/her wardrobe or property, the extra performer shall be paid for such excess time at his/her agreed daily rate, computed in units of 15 minutes. The words "wardrobe furnished" shall be stamped on the extra performer's voucher whenever this is the case.
4. No extra performer shall be required to report or be dismissed in evening wear or period wear or out of season wardrobe. The employer must provide proper facilities for changing pursuant to Section 17, subsection Q, Dressing Rooms, Sanitary Provisions, Telephone Access, of this Schedule D.
5. Wardrobe supplied by the extra performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided that notice of such damage or loss is

given Producer within a reasonable time. In the event the damaged or lost article is covered by insurance, Producer's liability shall be limited to the difference between the extra performer's insurance recovery and its cost of replacement or repair. Producer shall provide a secure place for the extra performer to leave valuables. If the extra performer fails to use such a facility, he/she shall forfeit his/her right to recovery under this subsection. In the case of loss or damage, reimbursement shall be made by Producer within 2 weeks from written submission of substantiation of loss.

#### **F. Meal Periods**

1. Meal periods shall be not less than ½-hour nor more than 1 hour. Not more than 1 meal period shall be deducted from work time during the first 8 hours. When a meal is provided by Producer on a ½-hour meal break, the extra performers' meal period shall commence only when all extra performers have received their food.
2. The first meal period shall be called not later than 6 hours from time of call, and all subsequent meal periods, commencing with the second meal period, shall be called not later than 6 hours after the termination of preceding meal period. Producer may call a meal period on work time and the deductible meal period shall commence not later than 6 hours thereafter.
3. Night Meals: Food and hot drinks shall be provided when extra performers are required to work after 11:30 P.M.
4. Whenever Producer supplies meals or other food or hot drinks, or pays any money in lieu thereof, to the cast and crew, the same shall be furnished to all extra performers. When meals are served to extra performers, tables and seats shall be made available for this purpose. The furnishing of snacks, such as hot dogs or hamburgers, to extra performers by the Producer shall not constitute a meal period.
5. If, upon the expiration of any 6-hour meal period, the camera is in the actual course of photographing a "take," it shall not be a violation to complete such "take." If on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads or airlines, there shall be no penalty for violation of the above provisions. If the caterer is carefully chosen, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no liquidated damages for the violation, but if such delay shall continue beyond ½-hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time. If on location and after commencement of work time, the extra performer is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be 6 hours after such breakfast.
6. Violation of Meal Provisions: The liquidated damages for meal period violations to be paid to all extra performers on a particular commercial who are entitled to such damages for any violation of the foregoing meal period provisions shall be \$25.00 per violation for each extra performer for the first and second ½-hour delay or fraction thereof, and \$50.00 for the third ½-hour and all subsequent ½-hour periods or fraction thereof.

(See Agreed Interpretation 18, page 147).

#### **G. Interviews**

1. Hand models reporting for interviews shall receive an allowance equal to 1/8 of such hand model's applicable minimum wage for each of the first 2 hours. For additional time of interview hand models shall be paid in units of 2 hours at the specified written hourly rate for the call being filled. Extra performers (other than hand models) may be called for the first interview which shall not exceed 1 hour without payment of an interview allowance. For the second hour of interview, extra performers shall be paid 1/8 of such extra performer's applicable minimum wage and for additional time of interview in units of 2 hours at the specified written hourly rate for the call being filled. If, within any

period of interview time, any recording or photography, still or otherwise, is done for use in any production, extra performers shall be paid the agreed daily wage; except that still pictures to be used exclusively for identification of the extra performer or wardrobe may be taken by the Producer without making such payment.

2. Interview allowance is not compensation subject to payroll deductions. An interview for extra performers for a given commercial or commercials must be scheduled by Producer for a specific time and the extra performer notified thereof. Upon completion of the interview the extra performer shall be notified whether or not he/she has been selected, and he/she shall be advised as to the rate of compensation to be paid; if the extra performer is not used in the production for which he/she was selected, he/she shall be paid the agreed wage unless the extra performer is not available when called, in which event he/she shall not be entitled to any payment.
3. The Producer agrees to give the Union written notification within 48 hours after the interview, as to persons so selected on interview.
4. An extra performer required to report for a second interview for the same job shall be paid not less than 2 hours' pay at the established daily rate.
5. Extra performers who are required to and do report for an interview in evening wardrobe or period (pre-1950) wardrobe shall be paid an additional \$28.65 over and above the interview allowance.
6. Whenever a dispute arises because the Union claims an aggravated abuse of the Producer's right to interview has taken place, such claim shall be referred to the Industry-Union Standing Committee and its decision of said dispute shall be final and binding.

Where such an aggravated abuse of the Producer's right to interview is found to have taken place, any extra performer required to report for such improper interview shall be paid an additional 2 hours' pay at the established daily rate for the call being filled over and above the payments to which he/she is otherwise entitled.

7. Commercial Audition Report Form, Exhibit E, shall be used for all interviews. This Audition Report Form shall provide for information regarding ethnicity, sex, disability, and age range and shall include a written statement informing the extra performer of the purpose for requesting such information and that compliance is on a voluntary basis. The Producer's signature on the Audition Report Form shall not constitute a verification of the information supplied by the extra performer referred to herein and the form shall so state. It shall be the responsibility of Producer to provide such forms which must be properly completed and mailed to the Union office on the first and fifteenth of each month. It shall be Producer's responsibility to examine all Audition Report Forms before mailing, inasmuch as all overtime and call-back data shall be presumed correct unless Producer notes otherwise.
8. 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 \$100 shall be payable to the Union. Failure to mail Audition Report Form on any due date is a breach.

#### **H. Costume Fittings**

Extra performers fitted at a place designated by the Producer shall be paid as follows:

1. If on a day prior to the work call, a ¼-check for 2 hours' time; additional time shall be paid for at the hourly rate in units of 30 minutes.
2. If the fitting call is on the same day as the work call, straight time computed in units of 30 minutes; provided, however, if on the same day 4 hours or more intervene between the work call and the fitting, payments shall be made as though the fitting occurred on a day prior. If less time than 4 hours intervenes from the termination of the fitting to time of work call, all intervening time is work time.

3. An extra performer who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the extra performer was fitted. The rate of fittings shall be based on the classification in which the extra performer is employed on his/her first day of employment on which he/she is required to wear the costume for which he/she is so fitted.

**I. Allowances for Vehicles, Skates and Props**

1. Automobile, Trailer or Motorcycle — An extra performer who is directed to and does report with his/her automobile, trailer or motorcycle shall be paid an allowance of \$36.05 per day for reporting with each such automobile, motorcycle or trailer. The Producer agrees to pay a travel allowance for all miles traveled by the extra performer upon the Producer's instructions. The travel allowance shall be computed on the number of road miles for a round trip between the place of reporting and the studio at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income.

In the event that an extra performer is required to report with his/her automobile at a place outside the studio zone, his/her workday shall commence and end at the time he/she would have normally been required to report and be dismissed at the Producer's studio or any other studio if he/she were to be transported to and from the place of such reporting. In the event that such extra performer is required to report with his/her automobile at a place other than the Producer's studio or any other studio (either inside or outside the studio zone), the mileage computed from the Producer's studio to the reporting site and return shall be added to the total mileage traveled by the extra performer at the Producer's instruction during the day.

2. Skates and Skate Boards — An extra performer who is directed to and does report with a pair of skates or a skate board shall be paid an allowance of \$9.05 per day for each pair of skates and each skate board.
3. Bicycle or Moped — An extra performer who is directed to and does report with a bicycle or moped shall be paid an allowance of \$12.05 per day for a bicycle and \$18.05 per day for a moped.
4. When an extra performer is directed to and reports with the following items, such performer shall be paid the applicable daily allowance indicated below:

Camera.....	\$5.50
Pet.....	\$23.00
Luggage.....	\$5.50 each piece (includes book bags & briefcases)
Golf Clubs & Bag.....	\$12.00
Tennis Racquet.....	\$5.50 (only if not already being paid as part of a tennis wardrobe allowance)
Skis.....	\$12.00 (includes poles & boots)
Binoculars or Opera Glasses.....	\$5.50
Large Portable Radios.....	\$5.50
Books.....	\$2.50 each

If Producer requires the extra performer to provide props other than those for which a rate is specified herein, Producer will bargain with the extra performer to establish an appropriate rate of allowance at the time of engagement.

5. On all locations, Producer shall provide lawful parking for any vehicle with which an extra performer reports at the direction of the Producer.

**J. Wet, Snow, Smoke and Dust Work (Natural or Artificial)**

1. An extra performer required to get wet by natural or artificial means, or to work in natural or artificial wet snow, smoke or dust, or any combination of such conditions, shall receive additional

compensation of not less than \$40.00. When an extra performer is given a call, he/she must be notified if wet, snow, smoke or dust work is involved. If the extra performer is not notified, he/she may refuse to perform in wet, snow, smoke or dust and will be paid a full day's pay. On any employment where wet, snow, smoke or dust work is involved, the check-off box on the face of the employment contract must so indicate.

If work in smoke is required, no later than the first day of employment, Producer shall provide each extra performer with a Material Specification Data Sheet (MSDS).

An extra performer shall be given a 15-minute break away from the area of smoke or dust during each hour in which he/she is required to work in smoke or dust. The 5-minute rest period provided for in Section 8 C shall be a part of the 15-minute break period provided herein and not in addition thereto.

2. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke and the Joint Policy Committee shall cooperate with the Union to the end that information concerning such Federal and State laws and regulations is disseminated.
3. On reasonable notice from either party, the Industry-Guild Standing Committee and other interested parties, including those in the motion picture and television industry, shall meet periodically to review and, taking into consideration all pertinent factors, update as necessary:
  - the list of substances which are prohibited from use for the creation of smoke
  - the procedures to be followed in the use of permitted substances
  - the guidelines for the maximum exposure time in smoke during any workday

In the event the Committee cannot agree on any item set out in subsection 3 above, the matter shall be immediately referred to arbitration pursuant to the terms of this Contract.

4. It shall be the responsibility of the Producer to provide the extra performer protection from sunburn, frostbite and extremes of temperature.

#### **K. Body Make-Up; Skull Cap; Hair Goods and Haircuts**

1. An extra performer who is directed to and does have body make-up or oil applied to more than 50% of his/her body, and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees), and/or who at the time of his employment is required to and does wear his own natural full-grown beard, as a condition of employment, shall be entitled to additional compensation in the amount of \$31.40.

It is also understood and agreed that any woman extra performer required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any extra performer, whether a man or woman required to have body make-up applied to his or her full arms and legs, shall be entitled to such additional compensation therefor.

2. When an extra performer is required to and does furnish his/her own hair-piece, or make up his/her hair in a period style, the extra performer shall be paid additional compensation in the amount of \$31.40.
3. When an extra performer's hair (including sideburns) must be cut, advance notice must be given at the time of the booking. In no event may the extra performer's hair be cut earlier than 48 hours before the call. Producer will utilize only qualified hairdressers and stylists for cutting and styling an extra performer's hair.

**L. Rehearsal Time**

Rehearsals shall be considered work time and shall be paid for accordingly.

**M. Night Work**

1. For all work performed between the hours of 8:00 P.M. and 1:00 A.M., the extra performer shall receive 10% additional of any payment he/she is otherwise entitled to for such hours.
2. For all work performed between the hours of 1:00 A.M. and 6:00 A.M., the extra performer shall receive 20% additional of any payment he/she is otherwise entitled to for such hours. If the call commences before 2 A.M., the premium of 20% shall continue for all hours until the end of the call.

**N. Saturday, Sunday and Holiday Work**

1. Saturdays
  - (a) All work performed on Saturday (midnight Friday to midnight Saturday), except on a distant location, shall be paid at the rate of double time.
  - (b) Saturdays, as such, worked on a distant location, shall be paid for at straight time.
  - (c) Saturdays not worked on a distant location, where the extra performer is required to remain and be lodged overnight at Producer's expense, shall be paid an allowance of one day's pay at straight time.
2. Sundays
  - (a) All work performed on Sundays (midnight Saturday to midnight Sunday) shall be paid at the rate of double time.
  - (b) Extra performers on a distant location shall be paid an allowance of one day's pay at straight time for Sundays not worked.
3. Holidays
  - (a) New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as holidays. If any of the above holidays falls on Sunday, the following Monday shall be deemed the holiday.
  - (b) Provisions for Holidays Not Worked  
Distant location employment — Allowance of 1 day's pay at straight time.
  - (c) Provisions for Holidays Worked  
Double daily wage.

**O. Weather Permitting Calls**

1. When the scheduled photography is canceled by Producer because of weather conditions, extra performers reporting pursuant to a "weather permitting" call shall be paid ½ day's pay, which shall entitle the Producer to hold the extra performer for not exceeding 4 hours; the extra performer shall receive a ¼-check for each additional 2 hours or fraction thereof, during which he/she is thereafter so held.

2. During this time the Producer may costume, rehearse or otherwise use the extra performer on the specified commercial, except for recording or photographing, still or otherwise, of such extra performer.
3. If the extra performer is used for such recording or photographing, he/she shall receive a day's pay.
4. The extra performer may cancel a "weather permitting" call previously accepted, by notifying the agency which issued the call prior to 7:30 P.M. or the closing time of such agency, whichever is the earlier, unless he/she has been established in the picture.
5. "Weather permitting" calls shall not be used for stages in studios, nor shall a "weather permitting" callback be issued to any extra performer after he/she has been established or after the commencement of photography.
6. When a "weather permitting" call is given, the Producer must specify that the extra performer is to work (a) if it is raining, (b) if it is cloudy, or (c) if the sun is shining; provided that if any other special type of weather is a condition precedent to the extra performer working, the same may be specified, but must be described sufficiently.
7. Producer agrees that it will not request an extra performer to call in the early morning hours of the following day for a possible "weather permitting" call.

**P. Travel Time**

1. Notice of Location
  - (a) The Producer or its hiring agency will notify the Union of all locations to which extra performers have been assigned and such notice shall be in writing with respect to overnight locations where extra performers are assigned at least 24 hours before shooting commences.
  - (b) The Producer or its hiring agency shall, at the time a call is given to an extra performer, notify such extra performer if such call is for work on location and shall also specify, insofar as it is then known, the whereabouts of such location.
  - (c) When extra performers are on distant location and are to leave such distant location at a time that would not normally permit them to arrive at the Producer's studio or other place of dismissal prior to 6:30 P.M. of the day of such arrival and, further, the extra performers concerned do not have a call for work on the next work day following the day of such arrival, then the Producer shall make arrangements so that the hiring agency of the Producer will be notified, as early as possible but in no event later than 6:30 P.M. of the day of such arrival, that such extra performers will be available for work on the next work day following the day of arrival. The Producer will also request its hiring agency to so notify the other designated agencies engaged in the hiring of extra performers.
2. Traveling Expenses and Accommodations
  - (a) The extra performer's necessary traveling expenses, meals, and lodging shall be made available at the Producer's expense. The Producer shall furnish first class transportation to and from distant locations, with first class sleeping accommodations. If first class transportation and accommodations are not available for reasons beyond the Producer's control, the Producer shall furnish the next best available class, promptly notify the Union and the extra performer what arrangements have been made.
  - (b) When an extra performer is requested by Producer to travel by plane, Producer shall pay the extra performer an additional fee of \$11.30 for flight insurance.

- (c) When a Producer requests an extra performer to fly by a noncommercial or non-scheduled carrier, Producer shall obtain a short term insurance policy for the extra performer providing insurance equal to the amount available for \$11.30 on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under this paragraph shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

### 3. Transportation

- (a) When an extra performer is required to report at the zone location, such extra performer shall furnish his/her own transportation, unless the zone location cannot be reached by ordinary means of transportation, or unless the zone location in New York City is not in the Borough of Manhattan, Brooklyn, Bronx, or that part of Queens which is exclusive of the area known as the Rockaways.

In extra zones other than New York City, in the event that street parking in the area within a reasonable distance of such place of reporting is restricted by law or ordinance or that free parking facilities are otherwise not available within a reasonable distance of such place of reporting, then the Producer shall make arrangements so that the extra performer so required to report may park within a reasonable distance thereof, at no expense to such extra performer.

- (b) If the services of the extra performer are required at any place other than the place of reporting, the Producer shall be required to furnish the necessary transportation, except when an automobile is furnished pursuant to the provisions of Section 17, subsection I, Allowances for Vehicles, Skates and Props, of this Schedule D. Vehicles utilized in the transportation of extra performers shall be in safe operating condition and in good repair with adequate liability insurance in effect. The drivers of such vehicles shall hold any necessary license required by applicable State law for the type and size of vehicle used in the transportation of extra performers. Producer shall provide a step stool for getting into and out of transportation vehicles. Extra performers shall be dismissed at the place of reporting.
- (c) Any extra performer required to work at night in New York City and not dismissed by 10:00 P.M. will be provided transportation by the employer to either Grand Central Station, Penn Station or Port Authority, whichever is most convenient for the extra performer.

In extra zones other than New York City, when extra performers are required to work at night and are not dismissed in time to permit their return to their homes by public service transportation, transportation must be provided by the Producer.

### 4. Nearby Location

- (a) Within the New York extra zone and the Los Angeles extra zone, nearby locations are those locations outside of the studio zone on which extra performers are not lodged overnight but return to the studio at the end of the workday.

Within all other specified extra zones, nearby locations are those locations to which extra performers are transported from the place of reporting and are not lodged overnight but return to the place of reporting at the end of the workday.

- (b) Work Time; Travel Time

Minimum wage scales and working conditions shall prevail on nearby locations. Work time shall begin when ordered to report at the studio in the New York and Los Angeles extra zones or at the place of reporting in the other specified extra zones. Travel time to and from location, and while on location, shall be work time, provided that travel time from a nearby location shall be paid in units of 15 minutes and shall not be considered for the purpose of computing daily overtime. No



additional compensation shall be paid for travel time which occurs during the period for which the extra performer is otherwise compensated.

5. Distant Location

- (a) Distant locations are locations on which the extra performers are required to remain away and be lodged overnight.
- (b) Minimum wage scales and working conditions shall apply on distant locations, except as follows:
  - (i) Saturdays worked shall be paid at straight time.
  - (ii) For those extra performers required to remain away and be lodged overnight, an allowance of 1 day's pay at straight time shall be paid for each day (including Sundays and holidays) not worked on such distant location.
- (c) Travel Time Defined
  - (i) Travel time is the time consumed in transporting extra performers to and from the studio or place of reporting and the distant location and from the shooting site on the distant location to the housing base.
  - (ii) Travel time begins when the extra performer is directed to and does so report for travel and ends when the extra performer arrives at destination.
  - (iii) Travel time shall in no event exceed 8 hours in any period of 24 hours.
- (d) Work Time and Travel Time

For the purpose of this paragraph (d), a "day" shall be deemed midnight to midnight.

(i) Travel Only — No Work

(1) To Distant Location — Extra performer shall be paid 1 day's pay (8 hours) for each day or portion thereof spent in traveling to such location when no work is performed on such day or days of travel, unless such extra performer is otherwise compensated for any such day or days in accordance with Section 17, subsection P 5 (b) (ii) of this Schedule D.

(2) From Distant Location — Extra performer shall be paid 1 day's pay (8 hours) for each day or portion thereof, spent in traveling from a distant location when no work is performed on such day or days, unless otherwise compensated for as provided in Section 17, subsection P 5 (b) (ii) of this Schedule D.

(ii) Travel and Work

(1) To Distant Location — Time spent in traveling to a distant location on any day on which the extra performer performs work after arriving on the distant location shall be included in the extra performer's work day for all purposes, except that if the extra performer arrives at the location past midnight and his/her call for work on the distant location is for a time later in the day of his/her arrival, then, for the travel time past midnight, the extra performer shall be paid for the actual time spent in traveling past midnight computed at the rate of 1/32 of his/her daily wage for each 15 minutes or fraction thereof. Travel time from the shooting site on the distant location to the housing base shall be paid in accordance with subparagraph (v) hereof.

(2) From Distant Location — Time spent in traveling from a distant location on any day on which the extra performer performs work after arriving shall be included in the extra performer's work day for all purposes, except that if the extra performer arrives at the Producer's studio or place of dismissal past midnight and his/her call for work is for a time later in the day of his/her arrival, then, for the time spent in traveling past midnight, the extra performer shall be paid for the actual time of travel past midnight, computed at the rate of 1/32 of his/her daily wage for each 15 minutes or fraction thereof. Travel time from the nearby location to the studio, if any, shall be paid in accordance with the applicable provisions of Section 17, subsection P 4 (b) of this Schedule D.

(iii) Work and Travel

(1) To Distant Location — Time spent in traveling to a distant location on any day on which the extra performer performs work prior to leaving for the distant location and for which the extra performer is not otherwise compensated shall not be considered for the purpose of computing daily overtime, but shall be paid at the rate of 1/32 of his/her daily wage for each 15 minutes or fraction thereof consumed in such traveling on that day.

(2) From Distant Location — Time spent in traveling from a distant location on any day which the extra performer performs work prior to leaving the distant location and for which the extra performer is not otherwise compensated, shall not be considered for the purpose of computing daily overtime, but shall be paid at the rate of 1/32 of his/her daily wage for each 15 minutes or fraction thereof consumed in such traveling and provided further that, if such extra performer travels past midnight and is not given a call for work on the day of his/her arrival (or on the next work day following the day of arrival if the day of arrival is a Saturday, Sunday or holiday), he/she shall receive a full day's pay (8 hours) at the rate in effect pursuant to subparagraph (vi) hereof for the day of arrival and shall not be entitled to any compensation for travel time occurring after midnight.

(iv) Work, Travel and Work

Time spent in traveling to or from a distant location on any day on which the extra performer performs work before and after such travel shall be included in the extra performer's work day for all purposes, subject to the provisions of subparagraph (v) hereof and Section 17, subsection P 4 (b) of this Schedule D.

(v) Travel Time While on Distant Location

Travel time while on distant location shall be work time, provided, however, that travel time from the shooting site on distant location to the housing base for which the extra performer is not otherwise compensated shall be paid at the rate of 1/32 of his/her daily wage for each 15 minutes or fraction thereof, and such time shall not be considered for the purpose of computing daily overtime.

(vi) Travel Time on Saturdays, Sundays and Holidays

Time spent in traveling to or from a distant location on Saturday shall be paid for at straight time.

Time spent in traveling to or from a distant location on Sunday and/or any of the holidays recognized in this Schedule D shall be paid for at 1½ times the extra performer's regular rate of pay.

## 6. Studio Zones

- (a) The New York Studio Zone shall mean the territory within a radius of 8 miles from Columbus Circle. An extra performer may be asked to report only to a studio or location anywhere within the zone; however, an extra performer may be required to report to and be dismissed at a pick-up spot, but such spot must lie within the territory between 23<sup>rd</sup> Street and 59<sup>th</sup> Street, bounded by First Avenue and Eleventh Avenue.
- (b) The Los Angeles Studio Zone shall be the area within a circle of 30 miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California.
- (c) The San Francisco Studio Zone shall be the area within the City and County of San Francisco, California.
- (d) Minimum wage scales and working conditions shall prevail for all extra work performed within the Hawaii extra zone. Extra performers may be required to report for work and be dismissed at such zone location or pick-up spot within the Hawaii extra zone, as agreed upon by the parties hereto, in which event work time shall begin and end at such agreed-upon zone location or pick-up spot.
- (e) Minimum wage scales and working conditions shall prevail for all extra work performed within all other specified extra zones.
- (f) Minimum wage scales and working conditions shall prevail for all work performed within the studio zone. Extra performers may be required to report for work and be dismissed at the zone location between 6 A.M. and 10 P.M. in which event work time shall begin and end at the zone location. Extra performers shall be allowed to report to and be dismissed from a location, studio or pick-up spot within the pick-up zone between the hours of 10 P.M. and 6 A.M., in which event work time shall begin and end at the location, studio or pick-up spot within the pick-up zone. If, however, extra performer is being transported by courtesy bus from a pick-up spot to a location or studio within the hours of 10 P.M. and 6 A.M., up to ½-hour each way will be allowed for such a courtesy bus. If extra performers are first required to report to the studio, work time shall begin and end at the studio, such work time to include travel time both ways between the studio and zone location.

## **Q. Dressing Rooms, Sanitary Provisions, Telephone Access**

- 1. Water Supply — Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.
- 2. Chairs and Cots — Every Producer shall provide an adequate number of suitable chairs on sets or location for all extra performers. On every set or location, a cot of a type suitable for use as a stretcher, or a stretcher, shall be provided.
- 3. Dressing Rooms — Every Producer shall provide at the studios or locations a room where extra performers may change their clothing in privacy and comfort. Rest rooms may not be used as changing rooms for principal and/or extra performers. Unless dressing rooms are provided adjacent to set or location on which extra performers are required to work, Producers shall be responsible for damage to extra performers' personal wardrobe or property. Separate dressing rooms shall be provided at studios or locations for minors of each sex. Dressing rooms shall be "clean and in repair" and Producer shall designate a person responsible to implement the foregoing. Adequate space and reasonable privacy shall be provided for wardrobe changes for each extra performer. Heaters or fans shall be provided as needed, in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, or legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.

4. Locker Rooms — Adequate provisions shall be made for the proper and safe keeping of the clothing of extra performers during work hours. An adequate number of clothes racks shall be provided on sets or locations where extra performers are employed. If a locker is not provided on sets or on locations during time of employment of extra performers, a responsible party shall be put in charge of any clothing or property belonging to extra performers.
5. Toilet and Washing Facilities on Locations — Adequate toilet facilities shall be provided for all extra performers, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened between each one and in front. Toilet paper must be provided. Sanitary napkins shall be obtainable. Washing facilities must be provided and either paper or individual towels supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for clean-up shall be afforded all extra performers before departing from a distant location.
6. Temperature Control — When extra performers are not performing before the camera, they shall be provided with a reasonable temperature control area.
7. When buses, automobiles, or other means of transportation are used as shelters or resting areas at the location, such facilities shall be available at all times.
8. Violation of any of the above provisions of this subsection Q shall entitle all extra performers employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Industry-Union Standing Committee.
9. Extra performers shall have the opportunity to use a telephone when same is available for such use so long as production or work is neither interfered with nor delayed.

**R. Employment of Minors**

1. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

- (a) The performance environment is proper for the minor;
- (b) The conditions of employment are not detrimental to the health, safety, education or to the morals of the minor, as defined in the Penal Code of the State in which the work is performed.

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this Section, the term “parent” shall be deemed to include “guardian”.

2. Definition of Minor

The term “minor” as used herein means any extra performer defined as a minor under the employment laws of the state governing his or her employment, and in any event shall include any extra performer 15 years of age or younger.

3. Interviews and Fittings

Calls for interviews and fittings for children of school age shall be after school hours, provided such calls are completed prior to 8:00 P.M. Two adults must be present at and during any such call involving a minor. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the minor.

#### 4. Engagement

- (a) Producer shall advise parent of the minor of the terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known at the time of the hiring.
- (b) If Producer requires a performer who portrays a minor in a commercial to cut or chemically treat his or her hair as a condition of employment, Producer shall notify the performer of such requirement at the time of audition, if known, or at the time of hire. If the performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if parent or guardian is present, at the time of audition. In no event may the performer's hair be cut or chemically treated earlier than 48 hours before the call without the consent of the parent or guardian. Producer will utilize only qualified hairdressers and stylists for cutting, styling and coloring a performer's hair.
- (c) If Producer requires a performer to portray a minor in a commercial depicting the use or presence of alcohol, tobacco or firearms, Producer shall notify the performer of such requirement at the time of audition. If the performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if parent or guardian is present, at the time of audition.
- (d) Prior to the first date of the engagement, parent shall obtain, complete and submit to the Producer or his/her representative the appropriate documents required by State and Local law related to the employment of the minor.
- (e) When Producer employs a minor or minors and uses the facilities of Station 12 in connection with such employment, Producer shall advise Station 12 of the name(s) of any minor(s) to be employed and the date and location of such employment, to the extent known.

#### 5. Supervision

- (a) Parent must be present at all times and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by the Producer to the studio or location.
- (b) Parent will accompany minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.
- (c) No minor shall be required to work in a situation which places the minor in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
- (d) When a Producer engages a minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.
- (e) Guardian, as that term is used in this Section, must be at least 18 years of age and have the written permission of the minor's parent(s) to act as guardian.
- (f) When a minor is required to travel to and from a location, the Producer shall provide the minor's parent with the same transportation, lodging and per diem meal allowance provided to the minor.

- (g) Whenever Federal, State or Local laws so require, a qualified child care person (e.g., LPN, RN or social worker) shall be present on the set during the work day.
- (h) Any extra performer under the age of 17 shall have the right to be accompanied by a parent or guardian at all times.

6. Play Area

Producer will provide a safe and secure place for minors to rest and play.

7. Return Transportation — Location Work

If a minor is at a location, Producer shall provide return transportation promptly following the end of his or her work day.

8. Work Hours and Rest Time

- (a) The work day for minors shall begin no earlier than 7:00 A.M. for studio production (6:00 A.M., for location productions) and shall end no later than the time specified below.
  - (i) for minors under 6 years of age — 7:00 P.M.
  - (ii) for minors 6 years of age and older — 8:00 P.M. on days preceding school days and 10:00 P.M. on days preceding nonschool days.
- (b) Maximum work time for a minor shall not exceed that provided by the laws of the State governing his or her employment, but in no event shall exceed 6 hours for minors under 6 years of age and 8 hours for minors 6 years of age and older. A minor shall be given a 15-minute rest break in every two-hour period of the work day. Work time shall not include meal time but shall include such mandatory 15-minute break.
- (c) A minor shall receive a 12-hour rest break at the end of his or her work day and prior to the commencement of his or her next day of work for the same employment, with the following exceptions:
  - (i) Where a minor arrives at his/her place of lodging on an overnight location after 9:00 P.M. and does not work that night, rest period with respect to the first call following such arrival may be 10 hours instead of 12 hours, but the first call must be at the place of lodging.
  - (iii) Where a minor is on an overnight location and is to be transported to and from a sub-location, the rest period may be reduced to the extent of travel time to and from the sub-location, but in no event by more than ½-hour at the beginning and ½-hour at the end of such day; but if the rest period is reduced to 10 hours under subparagraph (i) above, no additional ½-hour may be deducted at the beginning of work on such day. The first call at the lodging for work (including makeup, hairdress, wardrobe, or travel) determines the time of first call for the next day for the purpose of computing the rest period.
- (d) Producer shall be required to file a written report with the Union in the event that a minor works beyond the hours specified in this sub-paragraph. Such report shall include information as to the hours worked and the reason for the “overtime”. In the event that a report is not filed within 12 business days after the session date(s), Producer shall pay to the Union as liquidated damages:

1st violation .....	\$375.00
2nd violation .....	\$750.00
3rd and each subsequent violation .....	\$1,250.00

The Union has 60 business days from the receipt date of the Pension & Health Report to notify Producer of a claim. For principal performers and extra performers, it is understood that the written report from Producer specifying the time worked beyond the permitted hours and the reasons for exceeding the work hours permitted under the Contract must be filed with the Union within 12 business days following the minor's employment.

In the event of recurring violations of this provision by an individual advertiser, advertising agency or production company, the issue shall be referred to the Industry-Union Standing Committee.

- (e) The Union will consider granting waivers for any exception to the foregoing provisions of this paragraph 8 if the parent has been fully informed of the circumstances and has granted advance consent.

9. Unusual Physical, Athletic or Acrobatic Activity

- (a) A minor may be asked to perform unusual physical, athletic or acrobatic activity, provided that the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
- (b) If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
- (c) Producer will supply any equipment needed and/or requested for safety reasons.

10. Child Labor Laws

- (a) Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor and, if one is readily available, shall keep a summary of said laws in the production office.
- (b) Any provision of this subsection R which is inconsistent and less restrictive than any child labor law or regulation in the applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

11. Notice of Working Conditions

At or before the time the employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in Schedule A, Section AA. Whenever an infant performer (age 15 days to 6 months) is employed in a commercial, Producer shall, prior to the commencement of work, provide a copy of the text of Safety Bulletin #33 (Exhibit H) to the parent or guardian of the infant performer and to the studio teacher or equivalent.

(See Exhibit H, page 209.)

12. Inconsistent Terms

The provisions of this subsection R shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Schedule D which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such sections.

**S. Medical and/or First Aid**

When hazardous work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations. Depending on the nature and degree of the hazard involved:

1. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at rehearsals and performances where such hazardous work is planned. Any such person will have visible identification.
2. Transportation to the nearest medical facility providing emergency services shall be readily available. When such hazardous work is planned on location, the nearest emergency medical facility (including capabilities thereof and communications therewith) will be predetermined in order to assure that transportation to such facility is readily available at all times during the performance of such work; and
3. The transportation vehicle referred to above should be capable of accommodating a stretcher and first aid equipment, but such vehicle need not necessarily be an ambulance.

**T. Reporting of Injuries**

The Producer agrees to notify the Union in the event an extra performer is hospitalized as the result of an accident during the course of his/her employment.

**U. Facilities**

Where feasible, all facilities under the control of or used on behalf of Producer in connection with the casting or production of commercials including but not limited to dressing rooms, lodging, studios, location sets, and transportation and access thereto, shall be suitable for the special needs and requirements of any extra performer whether by reason of age or disability.

Any facility used for interviewing, casting, fittings or shooting/recording must comply with appropriate local fire and safety codes.

**V. Hearing and Visually Impaired Performers**

1. For any role in which a deaf performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, certified or qualified interpreter(s) for the deaf (i.e., interpreter(s) qualified or certified in sign language or oral interpretation).
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.

**W. Dancers Special Working Conditions**

The provisions of Schedule A FF (page 96) apply, including Hazard Pay at the principal performer rate.

**18. UNION SECURITY — EXTRA PERFORMERS**

- A. Subject to the limitations contained in Section 1, Scope of Agreement and Recognition, every extra performer hereafter engaged, employed or used by Producer, whether by contract or otherwise, or who performs before a camera for Producer, shall be a member of the Union in good standing as a condition of employment on or after the 30<sup>th</sup> day of his/her first employment as an extra performer in the motion picture industry or the 30<sup>th</sup> day following the effective date of this Schedule D, whichever is the later. "First employment" shall be deemed to mean the first employment as an extra performer in the motion picture industry in the extra zones as defined in subsections C, D and E of Section 1 hereof, on or after October 11, 1949. The foregoing requirement of Union membership as a condition of employment shall be subject to the obligation of the parties under existing law.



- B. The Producer agrees to report to the Union in writing within 15 days of its first employment of a nonmember of the Union giving the nonmember's name, Social Security number, and his/her first date of employment by Producer. An inquiry by any Producer to the Union as to the first date on which an extra performer has been employed in the Industry shall be answered by the Union, and its answer shall bind the Union, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who fails to report shall be liable to the Union for such failure to report.

The interpretation of "first employment" contained in the first paragraph of this Section 18 has been approved by an advisory opinion of the General Counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such General Counsel, then the new ruling of such General Counsel shall prevail until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change such ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail until the same is reversed by a court of competent jurisdiction.

C. 1. New York Extra Zone

Such Union Security provisions shall apply in the extra zone described in Section 1 D (a) as to commercials produced by studios based in New York and in the extra zone described in Section 1 D (b) (i) as to commercials produced by studios not based in New York.

2. Los Angeles Extra Zone

Such Union Security provisions shall apply in the extra zone described in Section 1 C.

3. Other Specified Extra Zones

Such Union Security provisions shall apply in the extra zones described in Section 1 E.

4. All Other Areas

No employment or use of a person as an extra performer beyond the respective "extra zones" referred to in paragraphs 1, 2 and 3 above shall be subject to this Section 18 or be considered as employment within the purview hereof.

- D. Employment of individuals pursuant to the provisions of Section 2, Waivers, shall not be construed to be "first employment" as an extra performer in the motion picture industry; nor shall anything in this Schedule D be construed as diminishing the rights of Producer under said Section 2.

- E. The Union agrees that it will accept as a member of the Union any extra performer whom the Producer wishes to employ; provided, however, that the Union shall not be required to admit to membership persons suspended or expelled from any other union which is a member of the Associated Actors and Artistes of America. The Union agrees that it will not impose unreasonable initiation fees, dues or assessments (exclusive of fines and penalties), and if the Producer claims a violation by the Union of the provisions of this sentence, such question shall be determined by arbitration in accordance with the arbitration provisions of this Contract. Nothing herein shall limit the right of the Union to discipline or suspend or expel a member or to refuse to readmit him/her.

- F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that in the absence of any other mutual agreement regarding damages, the Producer will pay to the Union, as liquidated damages, for breach by the Producer of any of the provisions of this Section 18, the sum of \$320.00 per person. Each continuous employment by a Producer of a person in violation of the provisions hereof shall be deemed a single breach. Provided the Union has been notified by Producer in writing of the first employment of a nonmember pursuant to this Section 18, then claim of a breach must be initiated in writing by the Union within 60 days thereafter or the claim is invalid.

- G. As used herein, the term “member of the Union in good standing” means a person who pays union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

## **19. PREFERENCE OF EMPLOYMENT — EXTRA PERFORMERS**

- A. Subject to the limitations contained in Section 1, Recognition and Scope, of this Schedule D, in recognition of the services rendered to Producer by qualified extra performers who have held themselves available for employment in the industry, it is agreed that the Producer shall give preference of employment, within the extra zones set forth in Section 1 hereof, in filling calls for extra work to extra performers registered on the rolls of those casting agencies designated by the Producer to cast extra performers in accordance with the provisions of this Schedule D.
- B. “Registered extras” as that term is used throughout this Schedule D, shall be deemed to refer to extra performers registered as above provided.
- C. Only in the event registered extra performers are unqualified, or are insufficient in number, or are not readily available according to the present general hiring practice of the designated agencies to meet the employment needs of Producer, may the Producer secure employees from any other source. Producer agrees that it or its respective hiring agency will notify Screen Actors Guild prior to so securing employees from other sources. If the Union claims that there are registered extra performers, qualified, sufficient in number and readily available in accordance with the present general hiring practice to meet the employment needs of the Producer, the Producer may nevertheless hire persons from other sources, but Screen Actors Guild may submit the dispute to arbitration in accordance with the arbitration procedure provided in Section 57, Arbitration, of this Contract.

It is further agreed that additional persons who have ability, talent, or usability for extra work may be registered on the rolls of the designated agencies only in those instances where there is not readily available under the present hiring practice an adequate supply of qualified extra performers. Such persons who are so registered during the term of this Contract shall become entitled to the same preference of employment as extra performers then registered with such designated agencies, in accordance with the above provisions.

In the event that the Union contends that a person so registered does not possess the requisite ability, talent or usability, or that there is an adequate supply of registered extra performers, the Union will so notify Producer or its respective hiring agency concerned within 48 hours from the time when it is so notified of such registration. In the event of such protest the registration will be settled by reference to a “special committee” composed of 5 representatives to be designated by the Producers, party to this Contract, each of which representatives shall be employed by a different employer. The decision of the majority of such “special committee” as to the registration of such person as a qualified extra performer shall be final and binding on the parties.

- D. Nothing herein contained shall be so construed or in any manner limit Producer’s present exclusive right to cast extra performers and reduce the number of registered extras.
- E. It is agreed that Producer shall give preference in giving call backs and making adjustments, to extra performers, who at such time are registered on the casting agency rolls, as above provided, except as to those extra performers who have been “established” in the scene concerned.

- F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section 19. It is therefore agreed that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the Producer shall pay to the Union as liquidated damages in the event of such breach, the sum of \$250 for each single breach. Each employment or use by Producer of a person other than a registered extra performer on a television commercial in violation of this Section 19 on any given day shall constitute a separate single breach hereunder. In the event the breach is disputed, it shall be resolved by the Industry-Union Standing Committee. Provided the Union has been notified by the Producer in writing of the hiring of an extra performer pursuant to Section 18, then claim of breach must be initiated in writing by the Union within 60 days thereafter or the claim is invalid.

## AGREED INTERPRETATIONS OF CONTRACT

1. Open-end commercials shall be considered separate commercials as to each advertiser using them and the scope of use shall be determined by the use of each advertiser. For example, if an open-end commercial advertising bread is used as a spot by advertiser A in 3 cities and by advertiser B in 10 cities and is used on a program by advertiser C in New York and Chicago, such commercial is a wild spot as to advertiser A, a separate wild spot as to advertiser B and a Class A Program commercial as to advertiser C.
2. If a principal performer employed on-camera is recalled on a second day to complete his/her work by performing services off-camera, he/she must be recalled as an on-camera principal performer and be paid as such unless he/she is notified in writing at the time of recall that he/she is being recalled as an off-camera principal performer.
3. Where the same off-camera commercial message is used with a number of different on-camera animations, each different animation shall constitute a different commercial.
4. Where a sponsored program, network or other, is not sponsored in a particular city, but is sold in that city directly to a television station, which in turn presents the program as a local participating program, commercials which are presented only on such programs shall be deemed wild spots and not program commercials.

Where a program exhibited on the network without any network commercials is sold or licensed directly, or made available on a sustaining basis as a local participating program, the exhibition of commercials on such programs shall be deemed wild spot and not program usage.

5. If a principal performer performs both off-camera and on-camera and it is clear that it is the same person, he/she shall be paid as an on-camera principal performer only. If, however, it is not clear that the same person is doing both jobs, the principal performer shall be paid separately for each appearance.
6. 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 accordance with the accepted interpretation in the radio and motion picture industries.
7. (a) The term "local participating program" shall not preclude the use of local participating announcements as wild spots on a program exhibited on the network which contains network participating commercials and is not "sponsored" by any advertiser. In the case of a "segmented program," the above shall not preclude the use of such local participating announcements on any segment which is not "sponsored".
  - (b) Local use of commercials under (a) above shall be only on single non-interconnected stations and such local announcements shall be available to more than one advertiser in the same manner as local participating programs.
  - (c) Such use of local commercials as wild spots shall not apply when used on programs exhibited on the major portion of the network between the hours of 8 to 11 P.M. New York time.
8. (a) A standard opening and closing for a designated program for a single advertiser shall be deemed a single commercial hereunder. Such opening and closing may contain reference to more than one product or service of the advertiser. See also Section 38A of the Contract, Program Openings and Closings (Commercial Billboards).
  - (b) A standard opening and closing for a designated program for more than one advertiser shall require the payment of a full additional fee for each such additional advertiser. The use of a cross plug on behalf of another advertiser in an opening or closing shall also require payment of a full additional fee.

- (c) Exclusivity shall not be required of any off-camera principal performer engaged solely for openings and closings.
9. It is agreed that each segment of a “piggyback commercial” shall be paid for as a separate commercial.
  10. Where a commercial has a permissible edited version under Section 26A, for example a 30-second “lift” from a 1-minute commercial and a principal performer, as a result of such editing, is omitted from the “lift” and such commercials are both utilized as Class A Program commercials, the use payment for the principal performer omitted from the “lift” shall be determined by the number of uses of the commercial in which he/she appears regardless of the number of uses of the “lift.” For example, in a 13-week cycle the 1-minute commercial in which principal performer appears runs once as a Class A commercial; the “lift” in which principal performer does not appear runs 5 times in the same cycle as a Class A commercial. When the 1-minute commercial runs a second time in that cycle as a program commercial, the principal performer shall receive the use payment required for the second use rather than the payment required for the seventh use.
  11. Whenever the face of a performer, engaged as an on-camera principal performer, does not remain in a final commercial but such principal performer’s speaking or singing services do remain, such principal performer may be reclassified and paid as an off-camera principal performer.
  12. Directorial changes: in accordance with past practice, directorial changes based upon the director’s discretionary judgment and creative skills may be made in the course of photography or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial.
  13. Any performer performing choreographed material, as a solo, duo or member of a group (whether recognizable or not) shall be treated and paid under the applicable principal performer or group dancer conditions and rates.
  14. If during a single session, an on or off-camera principal performer renders services in a basic commercial whose format is designed to accommodate dealer identifications or tags, as well as in one or more dealer identifications or tags as permitted under Section 26, subsection B or C, payment of the session fee shall cover payment for the basic commercial and also for one such dealer identification or tag. The tag rate shall be payable for each additional dealer identification or tag produced at the same session.
  15. Rehearsals on non-production days shall be counted as work time and principal performers shall be paid the applicable session fee.
  16. 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.
  17. A performer shall be definitely engaged if the Producer requests the performer to “hold” a specific date.
  18. In order to qualify as a bona-fide meal break for the purposes of determining when the next meal break is due, the time of the ND (non-deductible) meal must be announced prior to, or at the time of, the ND meal.



# SCREEN ACTORS GUILD

KEN ORSATTI  
National Executive Director

JOHN T. McGUIRE  
Associate National Executive Director

JOHN H. SUCKE  
New York Executive Director

**NEW YORK BRANCH OFFICERS**

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PRESIDENT

MEL BOLDOROT  
1ST VICE PRESIDENT

MARY ELAINE MONTI  
2ND VICE PRESIDENT

JORDAN DERWIN  
3RD VICE PRESIDENT

KIM SYKES  
4TH VICE PRESIDENT

MARCIA SAVELLA  
TREASURER, SECRETARY

JEFF DAVID  
TREASURER

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GEENA GOODWIN

RALPH GUNDERMAN

PAUL HECHT

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CLIFF ROBERTSON

MARCIA SAVELLA

SHERI LEE SCOTT

LESLIE SHREVE

KRISTINE SUTHERLAND

KIM SYKES

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NEW YORK**

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2ND VICE PRESIDENT

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4TH VICE PRESIDENT

MAUREEN DONNELLY  
10TH VICE PRESIDENT

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17TH VICE PRESIDENT

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SUSAN ROSE

WILLIAM WEINER

ELAINE BRODEY

SALLIE C. WEAVER

ANTHONY J. LEGRAND

ELLEN BATES

JIM DAMIS

CHERYL FALICK

DAN GREYA

VICTORIA IGNATOV

MARGIE O'MALLEY

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NATIONAL TREASURER

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GIL PERDINS  
TREASURER EMERITUS

**MARK LOCHER  
NATIONAL DIRECTOR OF COMMUNICATIONS**

JOAN GREENSPAN  
NATIONAL DIRECTOR - INDUSTRIAL CONTRACTS

DAVID ALTER / SQUADRON, ELLENORF,  
PESSENT & CHERER  
LEGAL COUNSEL

## SIDELETTER #1

May 10, 1994

Mr. John A. McGuinn, Chief Negotiator  
Joint Policy Committee  
c/o Schmeltzer Aptaker & Shepard, P.C.  
2600 Virginia Avenue NW  
Suite 1000  
Washington, D.C. 20037-1905

Re: **SECTION 18. PUBLIC SERVICE ANNOUNCEMENTS/  
GOVERNMENT AGENCY MESSAGES**

Dear John:

Reference is made to our agreement relating to Section 18 of the 1994  
Commercials Contract.

This sideletter is entered into for the purpose of setting forth the  
understanding of the parties with respect to the interpretation and  
application of Section 18, as amended.

The parties agree as follows:

- (a) No broader use of such commercials may be made than in the past; i.e. use is limited to television exhibition, provided air time is donated, exhibition within the sponsoring organization or industrial use in donated facilities.
- (b) The term "charities" is intended to include only such charities as have been covered by Section 18 prior to the foregoing amendment.

**-CONTINUED-**

NEW YORK BRANCH

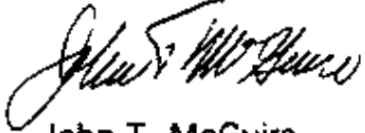
1515 BROADWAY, 44TH FLOOR • NEW YORK, NEW YORK 10036 • TELEPHONE (212) 944-1030 • TELEFAX (212) 944-6774

Screen Actors Guild, 1515 Broadway, New York, New York 10036 • (212) 944-1030 • FAX (212) 944-6774

Please confirm your agreement to the foregoing by executing this sideletter.

Sincerely,

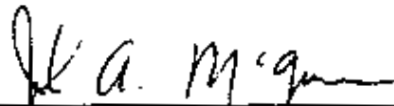
**SCREEN ACTORS GUILD, INC.**



John T. McGuire  
Associate National Executive Director

ACCEPTED AND AGREED:

JOINT POLICY COMMITTEE

By:   
\_\_\_\_\_  
John A. McGuire



# SCREEN ACTORS GUILD

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PAUL HECHT

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JOHN TROTT

## SIDELETTER #2

May 20, 1998

Mr. John A. McGuinn, Chief Negotiator  
A.N.A.-A.A.A.A. Joint Policy Committee  
on Broadcast Talent Union Relations  
c/o Schmeltzer Aptaker & Shepard, P.C.  
2600 Virginia Avenue NW  
Suite 1000  
Washington, D.C. 20037-1905

**Re: Amendment to Section 56.A. of the Screen Actors Guild 1994 Commercials Contract**

Dear John:

This Sideletter is entered into between the Screen Actors Guild, Inc. and the A.N.A.-A.A.A.A. Joint Policy Committee on Broadcast Talent Union Relations for the purpose of restating and amending Section 56.A. of the Screen Actors Guild 1997 Commercials Contract to read as follows:

- "A. The Union, acting on its own behalf or on behalf of any person employed under this Contract, or the producer concerned, may demand such arbitration in writing in accordance with the American Arbitration Association ("AAA") Labor Arbitration Rules. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If the parties cannot agree upon a single qualified arbitrator within ten (10) working days after the demand for arbitration, or such later date as the parties may mutually agree to, the AAA office located in the city where such demand has been made or any other city to which the parties mutually agree to, shall appoint the arbitrator in the following manner: the AAA shall submit simultaneously to each party an identical list of fifteen (15) names of persons chosen from the Panel of Labor Arbitrators. Each party shall have fifteen (15) working days from the mailing date or such later date as the parties may mutually agree to, in which to strike five (5) names to which it objects, number the remaining names to indicate the order of preference and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists and

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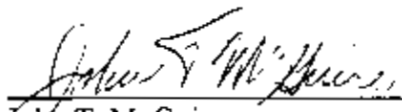
Mr. John A. McGuinn  
May 20, 1998  
Page 2

in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall submit subsequent lists to the parties until the parties agree upon an arbitrator or arbitrators that can be appointed from said lists."

Please confirm A.N.A.-A.A.A.A. Joint Policy Committee on Broadcast Talent Union Relations' agreement to the foregoing by executing this Sideletter.

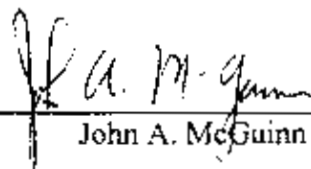
Sincerely,

SCREEN ACTORS GUILD, INC.

  
\_\_\_\_\_  
John T. McGuire  
Associate National Executive Director

**ACCEPTED AND AGREED:**

A.N.A.-A.A.A.A. JOINT POLICY COMMITTEE ON  
BROADCAST TALENT UNION RELATIONS

By:   
\_\_\_\_\_  
John A. McGuinn



October 30, 2003

Mr. Ira Shepard, Chief Negotiator  
ANA-AAAA Joint Policy Committee  
on Broadcast Talent Union Relations  
c/o Schmeltzer, Aptaker & Shepard, P.C.  
2600 Virginia Avenue NW, Suite 1000  
Washington, DC 20037-1905

**SIDELETTER #3**

Re: MULTIPLEXING

Dear Ira:

During our recent discussion regarding renewal of the SAG 2000 Television Recorded Commercial Contract ("the "Contract"), the JPC and SAG discussed the possibility that the networks may initiate a new pattern of broadcasting their programs which the parties are calling "multiplexing." "Multiplexing", as described by you, is broadcasting two or more programs simultaneously over different channels of the same network, e.g. broadcasting program A, program B, program C...program X in the same time slot, at any time of the day or night, over NBC1, NBC2, NBC3, ...NBCX.

Inasmuch as the parties have had no experience with this pattern of broadcasting, nor indeed do we know how or whether it will be used, the Unions cannot assess its impact on the wages and working conditions of performers in multiplexed commercials. In light of this, the parties have agreed to the following:

1. A special subcommittee of the Industry Union Standing Committee will be formed containing members from labor and management to study this issue.
2. The Industry and SAG agree to appoint members to this subcommittee as soon as possible after ratification of the 2003 Television Recorded Commercials Contract.
3. The subcommittee shall study the multiplexing issue and make a report and, if possible, a recommendation, concerning compensation for talent appearing in such commercials as early as possible, but in no event later than October 29, 2005. After receipt of the report from the subcommittee, the Industry and SAG agree to a Contract re-opener on this issue only and to enter into negotiations concerning compensation rates for performers appearing in multiplexed commercials. Any such agreement shall be subject to ratification by the membership of the Unions.
4. If the networks, or any of them, are multiplexing the parties agree that the negotiation of rates to be applied to multiplexed uses shall be applied retroactively to all multiplexed uses occurring during this contract without the need for the filing of a grievance or claim and without regard to any limitation period in the collective bargaining agreement.
5. If the parties are unable to reach agreement concerning compensation for talent appearing in multiplexed commercials, the JPC would have the right as provided in labor law to implement their last, best and final offer. In such event the unions would have all rights to engage in such economic actions as they deem appropriate, including but not limited to, termination of the Contract on 60 days written notice.

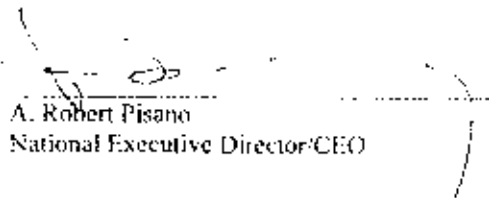


Mr. Ira Shepard  
October 30, 2003  
Page 2

Please confirm A.N.A.-A.A.A.A. Joint Policy Committee on Broadcast Talent Union Relations' agreement to the foregoing by executing this Sideletter.

Sincerely,

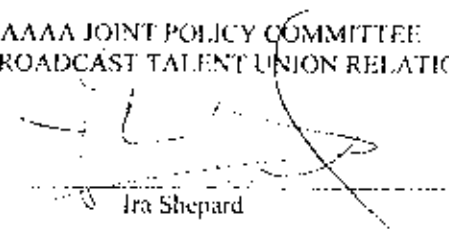
SCREEN ACTORS GUILD, INC.

  
A. Robert Pisano  
National Executive Director/CEO

**ACCEPTED AND AGREED:**

ANA-AAAA JOINT POLICY COMMITTEE  
ON BROADCAST TALENT UNION RELATIONS

By:

  
Ira Shepard

**SCREEN ACTORS GUILD**

360 MADISON AVENUE, 12th Floor, New York, New York 10017 ★ Tel. 212.944.1030 Fax 212.944.6774 ★ www.sag.org

Branch of Association of Actors and Artists of America (A.A.A.A.) - Affiliate of International Federation of Actors

Following Pages Contain:

<b>Table A</b>	Wild Spot Payment Table — Line-up of Cities not including New York, Chicago and Los Angeles
<b>Table B</b>	Wild Spot Payment Table — New York Together with Other Cities
<b>Table C</b>	Wild Spot Payment Table — Chicago, or Los Angeles Together with Other Cities (Excluding New York)
<b>Table D</b>	Wild Spot Payment Table — Any Two of New York, Chicago or Los Angeles Together with Other Cities
<b>Table E</b>	Wild Spot Payment Table — New York, Chicago and Los Angeles Together with Other Cities
<b>Exhibit A-1</b>	Standard Screen Actor Guild Employment Contract Form for Television Commercials
<b>Exhibit A-2</b>	Standard Screen Actor Guild Employment Contract for Performers Engaged as Extras in Television Commercials
<b>Exhibit B</b>	Pension and Health Contribution Report; Screen Actors Guild Production and Use Report
<b>Exhibit C</b>	Screen Actors Guild TV Commercials Check Voucher
<b>Exhibit D</b>	Member-Contractor Standard Report Form — Television Commercials
<b>Exhibit E</b>	Screen Actors Guild Commercial Audition Report Form
<b>Exhibit F</b>	Screen Actors Guild Performer Expense Report
<b>Exhibit G</b>	Cable Network Unit Weights
<b>Exhibit H</b>	Safety Bulletin #33

**TABLE A**  
**Wild Spot Payment Table**

**Lineup of Cities Not Including New York, Chicago or Los Angeles**

The rates in this table are for 13 weeks of use with respect to commercials used in any cities other than New York, Chicago and/or Los Angeles. For commercials scheduled in any 1, 2 or all 3 such cities, see Tables B, C, D and E.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg- Asheville-Anderson...	2	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Hartford-New Haven...	2	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Houston.....	5	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Indianapolis.....	2	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Kansas City.....	2	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Mexico/Mexico City...	43	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Miami.....	4	Raleigh-Durham.....	2	West Palm Beach- Ft. Pierce.....	2
Dallas-Ft. Worth.....	6	Milwaukee.....	2	Sacramento/Stockton...	3		
Denver.....	3	Minneapolis-St. Paul...	4	St. Louis.....	3		
Detroit.....	5	Montreal.....	4	Salt Lake City.....	2		
Grand Rapids-Kalamazoo- Battle Creek.....	2	Nashville.....	2	San Antonio.....	2		
				San Diego.....	2		

N.B. An additional 14.3% P&H is due on all amounts.

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>1</b>	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
<b>2</b>	553.31	414.78	405.92	359.06	296.81	231.96	200.89	163.87
<b>3</b>	571.62	427.31	420.19	371.37	306.87	237.02	204.88	167.19
<b>4</b>	589.93	439.84	434.46	383.68	316.93	242.08	208.87	170.51
<b>5</b>	608.24	452.37	448.73	395.99	326.99	247.14	212.86	173.83
<b>6</b>	626.55	464.90	463.00	408.30	337.05	252.20	216.85	177.15
<b>7</b>	644.86	477.43	477.27	420.61	347.11	257.26	220.84	180.47
<b>8</b>	663.17	489.96	491.54	432.92	357.17	262.32	224.83	183.79
<b>9</b>	681.48	502.49	505.81	445.23	367.23	267.38	228.82	187.11
<b>10</b>	699.79	515.02	520.08	457.54	377.29	272.44	232.81	190.43

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>11</b>	718.10	527.55	534.35	469.85	387.35	277.50	236.80	193.75
<b>12</b>	736.41	540.08	548.62	482.16	397.41	282.56	240.79	197.07
<b>13</b>	754.72	552.61	562.89	494.47	407.47	287.62	244.78	200.39
<b>14</b>	773.03	565.14	577.16	506.78	417.53	292.68	248.77	203.71
<b>15</b>	791.34	577.67	591.43	519.09	427.59	297.74	252.76	207.03
<b>16</b>	809.65	590.20	605.70	531.40	437.65	302.80	256.75	210.35
<b>17</b>	827.96	602.73	619.97	543.71	447.71	307.86	260.74	213.67
<b>18</b>	846.27	615.26	634.24	556.02	457.77	312.92	264.73	216.99
<b>19</b>	864.58	627.79	648.51	568.33	467.83	317.98	268.72	220.31
<b>20</b>	882.89	640.32	662.78	580.64	477.89	323.04	272.71	223.63
<b>21</b>	901.20	652.85	677.05	592.95	487.95	328.10	276.70	226.95
<b>22</b>	919.51	665.38	691.32	605.26	498.01	333.16	280.69	230.27
<b>23</b>	937.82	677.91	705.59	617.57	508.07	338.22	284.68	233.59
<b>24</b>	956.13	690.44	719.86	629.88	518.13	343.28	288.67	236.91
<b>25</b>	974.44	702.97	734.13	642.19	528.19	348.34	292.66	240.23
<b>26</b>	981.23	708.30	741.49	648.43	533.36	350.47	294.12	241.57
<b>27</b>	988.02	713.63	748.85	654.67	538.53	352.60	295.58	242.91
<b>28</b>	994.81	718.96	756.21	660.91	543.70	354.73	297.04	244.25
<b>29</b>	1001.60	724.29	763.57	667.15	548.87	356.86	298.50	245.59
<b>30</b>	1008.39	729.62	770.93	673.39	554.04	358.99	299.96	246.93
<b>31</b>	1015.18	734.95	778.29	679.63	559.21	361.12	301.42	248.27
<b>32</b>	1021.97	740.28	785.65	685.87	564.38	363.25	302.88	249.61
<b>33</b>	1028.76	745.61	793.01	692.11	569.55	365.38	304.34	250.95
<b>34</b>	1035.55	750.94	800.37	698.35	574.72	367.51	305.80	252.29

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>35</b>	1042.34	756.27	807.73	704.59	579.89	369.64	307.26	253.63
<b>36</b>	1049.13	761.60	815.09	710.83	585.06	371.77	308.72	254.97
<b>37</b>	1055.92	766.93	822.45	717.07	590.23	373.90	310.18	256.31
<b>38</b>	1062.71	772.26	829.81	723.31	595.40	376.03	311.64	257.65
<b>39</b>	1069.50	777.59	837.17	729.55	600.57	378.16	313.10	258.99
<b>40</b>	1076.29	782.92	844.53	735.79	605.74	380.29	314.56	260.33
<b>41</b>	1083.08	788.25	851.89	742.03	610.91	382.42	316.02	261.67
<b>42</b>	1089.87	793.58	859.25	748.27	616.08	384.55	317.48	263.01
<b>43</b>	1096.66	798.91	866.61	754.51	621.25	386.68	318.94	264.35
<b>44</b>	1103.45	804.24	873.97	760.75	626.42	388.81	320.40	265.69
<b>45</b>	1110.24	809.57	881.33	766.99	631.59	390.94	321.86	267.03
<b>46</b>	1117.03	814.90	888.69	773.23	636.76	393.07	323.32	268.37
<b>47</b>	1123.82	820.23	896.05	779.47	641.93	395.20	324.78	269.71
<b>48</b>	1130.61	825.56	903.41	785.71	647.10	397.33	326.24	271.05
<b>49</b>	1137.40	830.89	910.77	791.95	652.27	399.46	327.70	272.39
<b>50</b>	1144.19	836.22	918.13	798.19	657.44	401.59	329.16	273.73
<b>51</b>	1150.98	841.55	925.49	804.43	662.61	403.72	330.62	275.07
<b>52</b>	1157.77	846.88	932.85	810.67	667.78	405.85	332.08	276.41
<b>53</b>	1164.56	852.21	940.21	816.91	672.95	407.98	333.54	277.75
<b>54</b>	1171.35	857.54	947.57	823.15	678.12	410.11	335.00	279.09
<b>55</b>	1178.14	862.87	954.93	829.39	683.29	412.24	336.46	280.43
<b>56</b>	1184.93	868.20	962.29	835.63	688.46	414.37	337.92	281.77
<b>57</b>	1191.72	873.53	969.65	841.87	693.63	416.50	339.38	283.11
<b>58</b>	1198.51	878.86	977.01	848.11	698.80	418.63	340.84	284.45

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>59</b>	1205.30	884.19	984.37	854.35	703.97	420.76	342.30	285.79
<b>60</b>	1212.09	889.52	991.73	860.59	709.14	422.89	343.76	287.13
<b>61</b>	1218.88	894.85	997.06	864.75	712.63	424.18	344.50	287.87
<b>62</b>	1225.67	900.18	1002.39	868.91	716.12	425.47	345.24	288.61
<b>63</b>	1232.46	905.51	1007.72	873.07	719.61	426.76	345.98	289.35
<b>64</b>	1239.25	910.84	1013.05	877.23	723.10	428.05	346.72	290.09
<b>65</b>	1246.04	916.17	1018.38	881.39	726.59	429.34	347.46	290.83
<b>66</b>	1252.83	921.50	1023.71	885.55	730.08	430.63	348.20	291.57
<b>67</b>	1259.62	926.83	1029.04	889.71	733.57	431.92	348.94	292.31
<b>68</b>	1266.41	932.16	1034.37	893.87	737.06	433.21	349.68	293.05
<b>69</b>	1273.20	937.49	1039.70	898.03	740.55	434.50	350.42	293.79
<b>70</b>	1279.99	942.82	1045.03	902.19	744.04	435.79	351.16	294.53
<b>71</b>	1286.78	948.15	1050.36	906.35	747.53	437.08	351.90	295.27
<b>72</b>	1293.57	953.48	1055.69	910.51	751.02	438.37	352.64	296.01
<b>73</b>	1300.36	958.81	1061.02	914.67	754.51	439.66	353.38	296.75
<b>74</b>	1307.15	964.14	1066.35	918.83	758.00	440.95	354.12	297.49
<b>75</b>	1313.94	969.47	1071.68	922.99	761.49	442.24	354.86	298.23
<b>76</b>	1320.73	974.80	1077.01	927.15	764.98	443.53	355.60	298.97
<b>77</b>	1327.52	980.13	1082.34	931.31	768.47	444.82	356.34	299.71
<b>78</b>	1334.31	985.46	1087.67	935.47	771.96	446.11	357.08	300.45
<b>79</b>	1341.10	990.79	1093.00	939.63	775.45	447.40	357.82	301.19
<b>80</b>	1347.89	996.12	1098.33	943.79	778.94	448.69	358.56	301.93
<b>81</b>	1354.68	1001.45	1103.66	947.95	782.43	449.98	359.30	302.67
<b>82</b>	1361.47	1006.78	1108.99	952.11	785.92	451.27	360.04	303.41



NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>83</b>	1368.26	1012.11	1114.32	956.27	789.41	452.56	360.78	304.15
<b>84</b>	1375.05	1017.44	1119.65	960.43	792.90	453.85	361.52	304.89
<b>85</b>	1381.84	1022.77	1124.98	964.59	796.39	455.14	362.26	305.63
<b>86</b>	1388.63	1028.10	1130.31	968.75	799.88	456.43	363.00	306.37
<b>87</b>	1395.42	1033.43	1135.64	972.91	803.37	457.72	363.74	307.11
<b>88</b>	1402.21	1038.76	1140.97	977.07	806.86	459.01	364.48	307.85
<b>89</b>	1409.00	1044.09	1146.30	981.23	810.35	460.30	365.22	308.59
<b>90</b>	1415.79	1049.42	1151.63	985.39	813.84	461.59	365.96	309.33
<b>91</b>	1422.58	1054.75	1156.96	989.55	817.33	462.88	366.70	310.07
<b>92</b>	1429.37	1060.08	1162.29	993.71	820.82	464.17	367.44	310.81
<b>93</b>	1436.16	1065.41	1167.62	997.87	824.31	465.46	368.18	311.55
<b>94</b>	1442.95	1070.74	1172.95	1002.03	827.80	466.75	368.92	312.29
<b>95</b>	1449.74	1076.07	1178.28	1006.19	831.29	468.04	369.66	313.03
<b>96</b>	1456.53	1081.40	1183.61	1010.35	834.78	469.33	370.40	313.77
<b>97</b>	1463.32	1086.73	1188.94	1014.51	838.27	470.62	371.14	314.51
<b>98</b>	1470.11	1092.06	1194.27	1018.67	841.76	471.91	371.88	315.25
<b>99</b>	1476.90	1097.39	1199.60	1022.83	845.25	473.20	372.62	315.99
<b>100</b>	1483.69	1102.72	1204.93	1026.99	848.74	474.49	373.36	316.73
<b>101</b>	1490.48	1108.05	1210.26	1031.15	852.23	475.78	374.10	317.47
<b>102</b>	1497.27	1113.38	1215.59	1035.31	855.72	477.07	374.84	318.21
<b>103</b>	1504.06	1118.71	1220.92	1039.47	859.21	478.36	375.58	318.95
<b>104</b>	1510.85	1124.04	1226.25	1043.63	862.70	479.65	376.32	319.69
<b>105</b>	1517.64	1129.37	1231.58	1047.79	866.19	480.94	377.06	320.43
<b>106</b>	1524.43	1134.70	1236.91	1051.95	869.68	482.23	377.80	321.17

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>107</b>	1531.22	1140.03	1242.24	1056.11	873.17	483.52	378.54	321.91
<b>108</b>	1538.01	1145.36	1247.57	1060.27	876.66	484.81	379.28	322.65
<b>109</b>	1544.80	1150.69	1252.90	1064.43	880.15	486.10	380.02	323.39
<b>110</b>	1551.59	1156.02	1258.23	1068.59	883.64	487.39	380.76	324.13
<b>111</b>	1558.38	1161.35	1263.56	1072.75	887.13	488.68	381.50	324.87
<b>112</b>	1565.17	1166.68	1268.89	1076.91	890.62	489.97	382.24	325.61
<b>113</b>	1571.96	1172.01	1274.22	1081.07	894.11	491.26	382.98	326.35
<b>114</b>	1578.75	1177.34	1279.55	1085.23	897.60	492.55	383.72	327.09
<b>115</b>	1585.54	1182.67	1284.88	1089.39	901.09	493.84	384.46	327.83
<b>116</b>	1592.33	1188.00	1290.21	1093.55	904.58	495.13	385.20	328.57
<b>117</b>	1599.12	1193.33	1295.54	1097.71	908.07	496.42	385.94	329.31
<b>118</b>	1605.91	1198.66	1300.87	1101.87	911.56	497.71	386.68	330.05
<b>119</b>	1612.70	1203.99	1306.20	1106.03	915.05	499.00	387.42	330.79
<b>120</b>	1619.49	1209.32	1311.53	1110.19	918.54	500.29	388.16	331.53
<b>121</b>	1626.28	1214.65	1316.86	1114.35	922.03	501.58	388.90	332.27
<b>122</b>	1633.07	1219.98	1322.19	1118.51	925.52	502.87	389.64	333.01
<b>123</b>	1639.86	1225.31	1327.52	1122.67	929.01	504.16	390.38	333.75
<b>124</b>	1646.65	1230.64	1332.85	1126.83	932.50	505.45	391.12	334.49
<b>125</b>	1653.44	1235.97	1338.18	1130.99	935.99	506.74	391.86	335.23
<b>126</b>	1660.23	1241.30	1340.82	1133.12	937.85	508.03	392.60	335.97
<b>127</b>	1667.02	1246.63	1343.46	1135.25	939.71	509.32	393.34	336.71
<b>128</b>	1673.81	1251.96	1346.10	1137.38	941.57	510.61	394.08	337.45
<b>129</b>	1680.60	1257.29	1348.74	1139.51	943.43	511.90	394.82	338.19
<b>130</b>	1687.39	1262.62	1351.38	1141.64	945.29	513.19	395.56	338.93

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>131</b>	1694.18	1267.95	1354.02	1143.77	947.15	514.48	396.30	339.67
<b>132</b>	1700.97	1273.28	1356.66	1145.90	949.01	515.77	397.04	340.41
<b>133</b>	1707.76	1278.61	1359.30	1148.03	950.87	517.06	397.78	341.15
<b>134</b>	1714.55	1283.94	1361.94	1150.16	952.73	518.35	398.52	341.89
<b>135</b>	1721.34	1289.27	1364.58	1152.29	954.59	519.64	399.26	342.63
<b>136</b>	1728.13	1294.60	1367.22	1154.42	956.45	520.93	400.00	343.37
<b>137</b>	1734.92	1299.93	1369.86	1156.55	958.31	522.22	400.74	344.11
<b>138</b>	1741.71	1305.26	1372.50	1158.68	960.17	523.51	401.48	344.85
<b>139</b>	1748.50	1310.59	1375.14	1160.81	962.03	524.80	402.22	345.59
<b>140</b>	1755.29	1315.92	1377.78	1162.94	963.89	526.09	402.96	346.33
<b>141</b>	1762.08	1321.25	1380.42	1165.07	965.75	527.38	403.70	347.07
<b>142</b>	1768.87	1326.58	1383.06	1167.20	967.61	528.67	404.44	347.81
<b>143</b>	1775.66	1331.91	1385.70	1169.33	969.47	529.96	405.18	348.55
<b>144</b>	1782.45	1337.24	1388.34	1171.46	971.33	531.25	405.92	349.29
<b>145</b>	1789.24	1342.57	1390.98	1173.59	973.19	532.54	406.66	350.03
<b>146</b>	1796.03	1347.90	1393.62	1175.72	975.05	533.83	407.40	350.77
<b>147</b>	1802.82	1353.23	1396.26	1177.85	976.91	535.12	408.14	351.51
<b>148</b>	1809.61	1358.56	1398.90	1179.98	978.77	536.41	408.88	352.25
<b>149</b>	1816.40	1363.89	1401.54	1182.11	980.63	537.70	409.62	352.99
<b>150</b>	1823.19	1369.22	1404.18	1184.24	982.49	538.99	410.36	353.73
<b>Each add'l. unit add per unit</b>	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

**TABLE B  
Wild Spot Payment Table**

**New York, Together with Other Cities (Excluding Chicago and Los Angeles)**

The rates in this table are for 13 weeks of use with respect to commercials used in New York, and not in Chicago or Los Angeles, plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than New York, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

N.B. An additional 14.3% for P&H is due on all amounts.

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On-Camera	Off-Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>0</b>	\$1051.35	\$742.75	\$673.30	\$598.05	\$490.05	\$270.10	\$223.80	\$183.25
<b>1</b>	1058.14	748.08	680.66	604.29	495.22	272.23	225.26	184.59
<b>2</b>	1064.93	753.41	688.02	610.53	500.39	274.36	226.72	185.93
<b>3</b>	1071.72	758.74	695.38	616.77	505.56	276.49	228.18	187.27
<b>4</b>	1078.51	764.07	702.74	623.01	510.73	278.62	229.64	188.61
<b>5</b>	1085.30	769.40	710.10	629.25	515.90	280.75	231.10	189.95
<b>6</b>	1092.09	774.73	717.46	635.49	521.07	282.88	232.56	191.29
<b>7</b>	1098.88	780.06	724.82	641.73	526.24	285.01	234.02	192.63
<b>8</b>	1105.67	785.39	732.18	647.97	531.41	287.14	235.48	193.97
<b>9</b>	1112.46	790.72	739.54	654.21	536.58	289.27	236.94	195.31

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>10</b>	1119.25	796.05	746.90	660.45	541.75	291.40	238.40	196.65
<b>11</b>	1126.04	801.38	754.26	666.69	546.92	293.53	239.86	197.99
<b>12</b>	1132.83	806.71	761.62	672.93	552.09	295.66	241.32	199.33
<b>13</b>	1139.62	812.04	768.98	679.17	557.26	297.79	242.78	200.67
<b>14</b>	1146.41	817.37	776.34	685.41	562.43	299.92	244.24	202.01
<b>15</b>	1153.20	822.70	783.70	691.65	567.60	302.05	245.70	203.35
<b>16</b>	1159.99	828.03	791.06	697.89	572.77	304.18	247.16	204.69
<b>17</b>	1166.78	833.36	798.42	704.13	577.94	306.31	248.62	206.03
<b>18</b>	1173.57	838.69	805.78	710.37	583.11	308.44	250.08	207.37
<b>19</b>	1180.36	844.02	813.14	716.61	588.28	310.57	251.54	208.71
<b>20</b>	1187.15	849.35	820.50	722.85	593.45	312.70	253.00	210.05
<b>21</b>	1193.94	854.68	827.86	729.09	598.62	314.83	254.46	211.39
<b>22</b>	1200.73	860.01	835.22	735.33	603.79	316.96	255.92	212.73
<b>23</b>	1207.52	865.34	842.58	741.57	608.96	319.09	257.38	214.07
<b>24</b>	1214.31	870.67	849.94	747.81	614.13	321.22	258.84	215.41
<b>25</b>	1221.10	876.00	857.30	754.05	619.30	323.35	260.30	216.75
<b>26</b>	1227.89	881.33	864.66	760.29	624.47	325.48	261.76	218.09
<b>27</b>	1234.68	886.66	872.02	766.53	629.64	327.61	263.22	219.43
<b>28</b>	1241.47	891.99	879.38	772.77	634.81	329.74	264.68	220.77
<b>29</b>	1248.26	897.32	886.74	779.01	639.98	331.87	266.14	222.11
<b>30</b>	1255.05	902.65	894.10	785.25	645.15	334.00	267.60	223.45
<b>31</b>	1261.84	907.98	901.46	791.49	650.32	336.13	269.06	224.79
<b>32</b>	1268.63	913.31	908.82	797.73	655.49	338.26	270.52	226.13
<b>33</b>	1275.42	918.64	916.18	803.97	660.66	340.39	271.98	227.47

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>34</b>	1282.21	923.97	923.54	810.21	665.83	342.52	273.44	228.81
<b>35</b>	1289.00	929.30	930.90	816.45	671.00	344.65	274.90	230.15
<b>36</b>	1295.79	934.63	936.23	820.61	674.49	345.94	275.64	230.89
<b>37</b>	1302.58	939.96	941.56	824.77	677.98	347.23	276.38	231.63
<b>38</b>	1309.37	945.29	946.89	828.93	681.47	348.52	277.12	232.37
<b>39</b>	1316.16	950.62	952.22	833.09	684.96	349.81	277.86	233.11
<b>40</b>	1322.95	955.95	957.55	837.25	688.45	351.10	278.60	233.85
<b>41</b>	1329.74	961.28	962.88	841.41	691.94	352.39	279.34	234.59
<b>42</b>	1336.53	966.61	968.21	845.57	695.43	353.68	280.08	235.33
<b>43</b>	1343.32	971.94	973.54	849.73	698.92	354.97	280.82	236.07
<b>44</b>	1350.11	977.27	978.87	853.89	702.41	356.26	281.56	236.81
<b>45</b>	1356.90	982.60	984.20	858.05	705.90	357.55	282.30	237.55
<b>46</b>	1363.69	987.93	989.53	862.21	709.39	358.84	283.04	238.29
<b>47</b>	1370.48	993.26	994.86	866.37	712.88	360.13	283.78	239.03
<b>48</b>	1377.27	998.59	1000.19	870.53	716.37	361.42	284.52	239.77
<b>49</b>	1384.06	1003.92	1005.52	874.69	719.86	362.71	285.26	240.51
<b>50</b>	1390.85	1009.25	1010.85	878.85	723.35	364.00	286.00	241.25
<b>51</b>	1397.64	1014.58	1016.18	883.01	726.84	365.29	286.74	241.99
<b>52</b>	1404.43	1019.91	1021.51	887.17	730.33	366.58	287.48	242.73
<b>53</b>	1411.22	1025.24	1026.84	891.33	733.82	367.87	288.22	243.47
<b>54</b>	1418.01	1030.57	1032.17	895.49	737.31	369.16	288.96	244.21
<b>55</b>	1424.80	1035.90	1037.50	899.65	740.80	370.45	289.70	244.95
<b>56</b>	1431.59	1041.23	1042.83	903.81	744.29	371.74	290.44	245.69
<b>57</b>	1438.38	1046.56	1048.16	907.97	747.78	373.03	291.18	246.43

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>58</b>	1445.17	1051.89	1053.49	912.13	751.27	374.32	291.92	247.17
<b>59</b>	1451.96	1057.22	1058.82	916.29	754.76	375.61	292.66	247.91
<b>60</b>	1458.75	1062.55	1064.15	920.45	758.25	376.90	293.40	248.65
<b>61</b>	1465.54	1067.88	1069.48	924.61	761.74	378.19	294.14	249.39
<b>62</b>	1472.33	1073.21	1074.81	928.77	765.23	379.48	294.88	250.13
<b>63</b>	1479.12	1078.54	1080.14	932.93	768.72	380.77	295.62	250.87
<b>64</b>	1485.91	1083.87	1085.47	937.09	772.21	382.06	296.36	251.61
<b>65</b>	1492.70	1089.20	1090.80	941.25	775.70	383.35	297.10	252.35
<b>66</b>	1499.49	1094.53	1096.13	945.41	779.19	384.64	297.84	253.09
<b>67</b>	1506.28	1099.86	1101.46	949.57	782.68	385.93	298.58	253.83
<b>68</b>	1513.07	1105.19	1106.79	953.73	786.17	387.22	299.32	254.57
<b>69</b>	1519.86	1110.52	1112.12	957.89	789.66	388.51	300.06	255.31
<b>70</b>	1526.65	1115.85	1117.45	962.05	793.15	389.80	300.80	256.05
<b>71</b>	1533.44	1121.18	1122.78	966.21	796.64	391.09	301.54	256.79
<b>72</b>	1540.23	1126.51	1128.11	970.37	800.13	392.38	302.28	257.53
<b>73</b>	1547.02	1131.84	1133.44	974.53	803.62	393.67	303.02	258.27
<b>74</b>	1553.81	1137.17	1138.77	978.69	807.11	394.96	303.76	259.01
<b>75</b>	1560.60	1142.50	1144.10	982.85	810.60	396.25	304.50	259.75
<b>76</b>	1567.39	1147.83	1149.43	987.01	814.09	397.54	305.24	260.49
<b>77</b>	1574.18	1153.16	1154.76	991.17	817.58	398.83	305.98	261.23
<b>78</b>	1580.97	1158.49	1160.09	995.33	821.07	400.12	306.72	261.97
<b>79</b>	1587.76	1163.82	1165.42	999.49	824.56	401.41	307.46	262.71
<b>80</b>	1594.55	1169.15	1170.75	1003.65	828.05	402.70	308.20	263.45
<b>81</b>	1601.34	1174.48	1176.08	1007.81	831.54	403.99	308.94	264.19

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>82</b>	1608.13	1179.81	1181.41	1011.97	835.03	405.28	309.68	264.93
<b>83</b>	1614.92	1185.14	1186.74	1016.13	838.52	406.57	310.42	265.67
<b>84</b>	1621.71	1190.47	1192.07	1020.29	842.01	407.86	311.16	266.41
<b>85</b>	1628.50	1195.80	1197.40	1024.45	845.50	409.15	311.90	267.15
<b>86</b>	1635.29	1201.13	1202.73	1028.61	848.99	410.44	312.64	267.89
<b>87</b>	1642.08	1206.46	1208.06	1032.77	852.48	411.73	313.38	268.63
<b>88</b>	1648.87	1211.79	1213.39	1036.93	855.97	413.02	314.12	269.37
<b>89</b>	1655.66	1217.12	1218.72	1041.09	859.46	414.31	314.86	270.11
<b>90</b>	1662.45	1222.45	1224.05	1045.25	862.95	415.60	315.60	270.85
<b>91</b>	1669.24	1227.78	1229.38	1049.41	866.44	416.89	316.34	271.59
<b>92</b>	1676.03	1233.11	1234.71	1053.57	869.93	418.18	317.08	272.33
<b>93</b>	1682.82	1238.44	1240.04	1057.73	873.42	419.47	317.82	273.07
<b>94</b>	1689.61	1243.77	1245.37	1061.89	876.91	420.76	318.56	273.81
<b>95</b>	1696.40	1249.10	1250.70	1066.05	880.40	422.05	319.30	274.55
<b>96</b>	1703.19	1254.43	1256.03	1070.21	883.89	423.34	320.04	275.29
<b>97</b>	1709.98	1259.76	1261.36	1074.37	887.38	424.63	320.78	276.03
<b>98</b>	1716.77	1265.09	1266.69	1078.53	890.87	425.92	321.52	276.77
<b>99</b>	1723.56	1270.42	1272.02	1082.69	894.36	427.21	322.26	277.51
<b>100</b>	1730.35	1275.75	1277.35	1086.85	897.85	428.50	323.00	278.25
<b>101</b>	1737.14	1281.08	1279.99	1088.98	899.71	429.79	323.74	278.99
<b>102</b>	1743.93	1286.41	1282.63	1091.11	901.57	431.08	324.48	279.73
<b>103</b>	1750.72	1291.74	1285.27	1093.24	903.43	432.37	325.22	280.47
<b>104</b>	1757.51	1297.07	1287.91	1095.37	905.29	433.66	325.96	281.21
<b>105</b>	1764.30	1302.40	1290.55	1097.50	907.15	434.95	326.70	281.95



NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>106</b>	1771.09	1307.73	1293.19	1099.63	909.01	436.24	327.44	282.69
<b>107</b>	1777.88	1313.06	1295.83	1101.76	910.87	437.53	328.18	283.43
<b>108</b>	1784.67	1318.39	1298.47	1103.89	912.73	438.82	328.92	284.17
<b>109</b>	1791.46	1323.72	1301.11	1106.02	914.59	440.11	329.66	284.91
<b>110</b>	1798.25	1329.05	1303.75	1108.15	916.45	441.40	330.40	285.65
<b>111</b>	1805.04	1334.38	1306.39	1110.28	918.31	442.69	331.14	286.39
<b>112</b>	1811.83	1339.71	1309.03	1112.41	920.17	443.98	331.88	287.13
<b>113</b>	1818.62	1345.04	1311.67	1114.54	922.03	445.27	332.62	287.87
<b>114</b>	1825.41	1350.37	1314.31	1116.67	923.89	446.56	333.36	288.61
<b>115</b>	1832.20	1355.70	1316.95	1118.80	925.75	447.85	334.10	289.35
<b>116</b>	1838.99	1361.03	1319.59	1120.93	927.61	449.14	334.84	290.09
<b>117</b>	1845.78	1366.36	1322.23	1123.06	929.47	450.43	335.58	290.83
<b>118</b>	1852.57	1371.69	1324.87	1125.19	931.33	451.72	336.32	291.57
<b>119</b>	1859.36	1377.02	1327.51	1127.32	933.19	453.01	337.06	292.31
<b>120</b>	1866.15	1382.35	1330.15	1129.45	935.05	454.30	337.80	293.05
<b>121</b>	1872.94	1387.68	1332.79	1131.58	936.91	455.59	338.54	293.79
<b>122</b>	1879.73	1393.01	1335.43	1133.71	938.77	456.88	339.28	294.53
<b>123</b>	1886.52	1398.34	1338.07	1135.84	940.63	458.17	340.02	295.27
<b>124</b>	1893.31	1403.67	1340.71	1137.97	942.49	459.46	340.76	296.01
<b>125</b>	1900.10	1409.00	1343.35	1140.10	944.35	460.75	341.50	296.75
<b>126</b>	1906.89	1414.33	1345.99	1142.23	946.21	462.04	342.24	297.49
<b>127</b>	1913.68	1419.66	1348.63	1144.36	948.07	463.33	342.98	298.23
<b>128</b>	1920.47	1424.99	1351.27	1146.49	949.93	464.62	343.72	298.97
<b>129</b>	1927.26	1430.32	1353.91	1148.62	951.79	465.91	344.46	299.71

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>130</b>	1934.05	1435.65	1356.55	1150.75	953.65	467.20	345.20	300.45
<b>131</b>	1940.84	1440.98	1359.19	1152.88	955.51	468.49	345.94	301.19
<b>132</b>	1947.63	1446.31	1361.83	1155.01	957.37	469.78	346.68	301.93
<b>133</b>	1954.42	1451.64	1364.47	1157.14	959.23	471.07	347.42	302.67
<b>134</b>	1961.21	1456.97	1367.11	1159.27	961.09	472.36	348.16	303.41
<b>135</b>	1968.00	1462.30	1369.75	1161.40	962.95	473.65	348.90	304.15
<b>136</b>	1974.79	1467.63	1372.39	1163.53	964.81	474.94	349.64	304.89
<b>137</b>	1981.58	1472.96	1375.03	1165.66	966.67	476.23	350.38	305.63
<b>138</b>	1988.37	1478.29	1377.67	1167.79	968.53	477.52	351.12	306.37
<b>139</b>	1995.16	1483.62	1380.31	1169.92	970.39	478.81	351.86	307.11
<b>140</b>	2001.95	1488.95	1382.95	1172.05	972.25	480.10	352.60	307.85
<b>141</b>	2008.74	1494.28	1385.59	1174.18	974.11	481.39	353.34	308.59
<b>142</b>	2015.53	1499.61	1388.23	1176.31	975.97	482.68	354.08	309.33
<b>143</b>	2022.32	1504.94	1390.87	1178.44	977.83	483.97	354.82	310.07
<b>144</b>	2029.11	1510.27	1393.51	1180.57	979.69	485.26	355.56	310.81
<b>145</b>	2035.90	1515.60	1396.15	1182.70	981.55	486.55	356.30	311.55
<b>146</b>	2042.69	1520.93	1398.79	1184.83	983.41	487.84	357.04	312.29
<b>147</b>	2049.48	1526.26	1401.43	1186.96	985.27	489.13	357.78	313.03
<b>148</b>	2056.27	1531.59	1404.07	1189.09	987.13	490.42	358.52	313.77
<b>149</b>	2063.06	1536.92	1406.71	1191.22	988.99	491.71	359.26	314.51
<b>150</b>	2069.85	1542.25	1409.35	1193.35	990.85	493.00	360.00	315.25
<b>Each add'l. unit add per unit</b>	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

**TABLE C  
Wild Spot Payment Table**

**Chicago or Los Angeles, Together with Other Cities (Excluding New York)**

The rates in this table are for 13 weeks of use with respect to commercials used in either Chicago or Los Angeles and not in New York, but no more than one of these, plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than Chicago or Los Angeles, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

N.B. An additional 14.3% for P&H is due on all amounts.

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On-Camera	Off-Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>0</b>	\$916.40	\$646.30	\$673.30	\$598.05	\$490.05	\$270.10	\$223.80	\$183.25
<b>1</b>	923.19	651.63	680.66	604.29	495.22	272.23	225.26	184.59
<b>2</b>	929.98	656.96	688.02	610.53	500.39	274.36	226.72	185.93
<b>3</b>	936.77	662.29	695.38	616.77	505.56	276.49	228.18	187.27
<b>4</b>	943.56	667.62	702.74	623.01	510.73	278.62	229.64	188.61
<b>5</b>	950.35	672.95	710.10	629.25	515.90	280.75	231.10	189.95
<b>6</b>	957.14	678.28	717.46	635.49	521.07	282.88	232.56	191.29
<b>7</b>	963.93	683.61	724.82	641.73	526.24	285.01	234.02	192.63
<b>8</b>	970.72	688.94	732.18	647.97	531.41	287.14	235.48	193.97
<b>9</b>	977.51	694.27	739.54	654.21	536.58	289.27	236.94	195.31

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>10</b>	984.30	699.60	746.90	660.45	541.75	291.40	238.40	196.65
<b>11</b>	991.09	704.93	754.26	666.69	546.92	293.53	239.86	197.99
<b>12</b>	997.88	710.26	761.62	672.93	552.09	295.66	241.32	199.33
<b>13</b>	1004.67	715.59	768.98	679.17	557.26	297.79	242.78	200.67
<b>14</b>	1011.46	720.92	776.34	685.41	562.43	299.92	244.24	202.01
<b>15</b>	1018.25	726.25	783.70	691.65	567.60	302.05	245.70	203.35
<b>16</b>	1025.04	731.58	791.06	697.89	572.77	304.18	247.16	204.69
<b>17</b>	1031.83	736.91	798.42	704.13	577.94	306.31	248.62	206.03
<b>18</b>	1038.62	742.24	805.78	710.37	583.11	308.44	250.08	207.37
<b>19</b>	1045.41	747.57	813.14	716.61	588.28	310.57	251.54	208.71
<b>20</b>	1052.20	752.90	820.50	722.85	593.45	312.70	253.00	210.05
<b>21</b>	1058.99	758.23	827.86	729.09	598.62	314.83	254.46	211.39
<b>22</b>	1065.78	763.56	835.22	735.33	603.79	316.96	255.92	212.73
<b>23</b>	1072.57	768.89	842.58	741.57	608.96	319.09	257.38	214.07
<b>24</b>	1079.36	774.22	849.94	747.81	614.13	321.22	258.84	215.41
<b>25</b>	1086.15	779.55	857.30	754.05	619.30	323.35	260.30	216.75
<b>26</b>	1092.94	784.88	864.66	760.29	624.47	325.48	261.76	218.09
<b>27</b>	1099.73	790.21	872.02	766.53	629.64	327.61	263.22	219.43
<b>28</b>	1106.52	795.54	879.38	772.77	634.81	329.74	264.68	220.77
<b>29</b>	1113.31	800.87	886.74	779.01	639.98	331.87	266.14	222.11
<b>30</b>	1120.10	806.20	894.10	785.25	645.15	334.00	267.60	223.45
<b>31</b>	1126.89	811.53	901.46	791.49	650.32	336.13	269.06	224.79
<b>32</b>	1133.68	816.86	908.82	797.73	655.49	338.26	270.52	226.13
<b>33</b>	1140.47	822.19	916.18	803.97	660.66	340.39	271.98	227.47

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On-Camera	Off-Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>34</b>	1147.26	827.52	923.54	810.21	665.83	342.52	273.44	228.81
<b>35</b>	1154.05	832.85	930.90	816.45	671.00	344.65	274.90	230.15
<b>36</b>	1160.84	838.18	936.23	820.61	674.49	345.94	275.64	230.89
<b>37</b>	1167.63	843.51	941.56	824.77	677.98	347.23	276.38	231.63
<b>38</b>	1174.42	848.84	946.89	828.93	681.47	348.52	277.12	232.37
<b>39</b>	1181.21	854.17	952.22	833.09	684.96	349.81	277.86	233.11
<b>40</b>	1188.00	859.50	957.55	837.25	688.45	351.10	278.60	233.85
<b>41</b>	1194.79	864.83	962.88	841.41	691.94	352.39	279.34	234.59
<b>42</b>	1201.58	870.16	968.21	845.57	695.43	353.68	280.08	235.33
<b>43</b>	1208.37	875.49	973.54	849.73	698.92	354.97	280.82	236.07
<b>44</b>	1215.16	880.82	978.87	853.89	702.41	356.26	281.56	236.81
<b>45</b>	1221.95	886.15	984.20	858.05	705.90	357.55	282.30	237.55
<b>46</b>	1228.74	891.48	989.53	862.21	709.39	358.84	283.04	238.29
<b>47</b>	1235.53	896.81	994.86	866.37	712.88	360.13	283.78	239.03
<b>48</b>	1242.32	902.14	1000.19	870.53	716.37	361.42	284.52	239.77
<b>49</b>	1249.11	907.47	1005.52	874.69	719.86	362.71	285.26	240.51
<b>50</b>	1255.90	912.80	1010.85	878.85	723.35	364.00	286.00	241.25
<b>51</b>	1262.69	918.13	1016.18	883.01	726.84	365.29	286.74	241.99
<b>52</b>	1269.48	923.46	1021.51	887.17	730.33	366.58	287.48	242.73
<b>53</b>	1276.27	928.79	1026.84	891.33	733.82	367.87	288.22	243.47
<b>54</b>	1283.06	934.12	1032.17	895.49	737.31	369.16	288.96	244.21
<b>55</b>	1289.85	939.45	1037.50	899.65	740.80	370.45	289.70	244.95
<b>56</b>	1296.64	944.78	1042.83	903.81	744.29	371.74	290.44	245.69
<b>57</b>	1303.43	950.11	1048.16	907.97	747.78	373.03	291.18	246.43

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>58</b>	1310.22	955.44	1053.49	912.13	751.27	374.32	291.92	247.17
<b>59</b>	1317.01	960.77	1058.82	916.29	754.76	375.61	292.66	247.91
<b>60</b>	1323.80	966.10	1064.15	920.45	758.25	376.90	293.40	248.65
<b>61</b>	1330.59	971.43	1069.48	924.61	761.74	378.19	294.14	249.39
<b>62</b>	1337.38	976.76	1074.81	928.77	765.23	379.48	294.88	250.13
<b>63</b>	1344.17	982.09	1080.14	932.93	768.72	380.77	295.62	250.87
<b>64</b>	1350.96	987.42	1085.47	937.09	772.21	382.06	296.36	251.61
<b>65</b>	1357.75	992.75	1090.80	941.25	775.70	383.35	297.10	252.35
<b>66</b>	1364.54	998.08	1096.13	945.41	779.19	384.64	297.84	253.09
<b>67</b>	1371.33	1003.41	1101.46	949.57	782.68	385.93	298.58	253.83
<b>68</b>	1378.12	1008.74	1106.79	953.73	786.17	387.22	299.32	254.57
<b>69</b>	1384.91	1014.07	1112.12	957.89	789.66	388.51	300.06	255.31
<b>70</b>	1391.70	1019.40	1117.45	962.05	793.15	389.80	300.80	256.05
<b>71</b>	1398.49	1024.73	1122.78	966.21	796.64	391.09	301.54	256.79
<b>72</b>	1405.28	1030.06	1128.11	970.37	800.13	392.38	302.28	257.53
<b>73</b>	1412.07	1035.39	1133.44	974.53	803.62	393.67	303.02	258.27
<b>74</b>	1418.86	1040.72	1138.77	978.69	807.11	394.96	303.76	259.01
<b>75</b>	1425.65	1046.05	1144.10	982.85	810.60	396.25	304.50	259.75
<b>76</b>	1432.44	1051.38	1149.43	987.01	814.09	397.54	305.24	260.49
<b>77</b>	1439.23	1056.71	1154.76	991.17	817.58	398.83	305.98	261.23
<b>78</b>	1446.02	1062.04	1160.09	995.33	821.07	400.12	306.72	261.97
<b>79</b>	1452.81	1067.37	1165.42	999.49	824.56	401.41	307.46	262.71
<b>80</b>	1459.60	1072.70	1170.75	1003.65	828.05	402.70	308.20	263.45
<b>81</b>	1466.39	1078.03	1176.08	1007.81	831.54	403.99	308.94	264.19

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>82</b>	1473.18	1083.36	1181.41	1011.97	835.03	405.28	309.68	264.93
<b>83</b>	1479.97	1088.69	1186.74	1016.13	838.52	406.57	310.42	265.67
<b>84</b>	1486.76	1094.02	1192.07	1020.29	842.01	407.86	311.16	266.41
<b>85</b>	1493.55	1099.35	1197.40	1024.45	845.50	409.15	311.90	267.15
<b>86</b>	1500.34	1104.68	1202.73	1028.61	848.99	410.44	312.64	267.89
<b>87</b>	1507.13	1110.01	1208.06	1032.77	852.48	411.73	313.38	268.63
<b>88</b>	1513.92	1115.34	1213.39	1036.93	855.97	413.02	314.12	269.37
<b>89</b>	1520.71	1120.67	1218.72	1041.09	859.46	414.31	314.86	270.11
<b>90</b>	1527.50	1126.00	1224.05	1045.25	862.95	415.60	315.60	270.85
<b>91</b>	1534.29	1131.33	1229.38	1049.41	866.44	416.89	316.34	271.59
<b>92</b>	1541.08	1136.66	1234.71	1053.57	869.93	418.18	317.08	272.33
<b>93</b>	1547.87	1141.99	1240.04	1057.73	873.42	419.47	317.82	273.07
<b>94</b>	1554.66	1147.32	1245.37	1061.89	876.91	420.76	318.56	273.81
<b>95</b>	1561.45	1152.65	1250.70	1066.05	880.40	422.05	319.30	274.55
<b>96</b>	1568.24	1157.98	1256.03	1070.21	883.89	423.34	320.04	275.29
<b>97</b>	1575.03	1163.31	1261.36	1074.37	887.38	424.63	320.78	276.03
<b>98</b>	1581.82	1168.64	1266.69	1078.53	890.87	425.92	321.52	276.77
<b>99</b>	1588.61	1173.97	1272.02	1082.69	894.36	427.21	322.26	277.51
<b>100</b>	1595.40	1179.30	1277.35	1086.85	897.85	428.50	323.00	278.25
<b>101</b>	1602.19	1184.63	1279.99	1088.98	899.71	429.79	323.74	278.99
<b>102</b>	1608.98	1189.96	1282.63	1091.11	901.57	431.08	324.48	279.73
<b>103</b>	1615.77	1195.29	1285.27	1093.24	903.43	432.37	325.22	280.47
<b>104</b>	1622.56	1200.62	1287.91	1095.37	905.29	433.66	325.96	281.21
<b>105</b>	1629.35	1205.95	1290.55	1097.50	907.15	434.95	326.70	281.95

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>106</b>	1636.14	1211.28	1293.19	1099.63	909.01	436.24	327.44	282.69
<b>107</b>	1642.93	1216.61	1295.83	1101.76	910.87	437.53	328.18	283.43
<b>108</b>	1649.72	1221.94	1298.47	1103.89	912.73	438.82	328.92	284.17
<b>109</b>	1656.51	1227.27	1301.11	1106.02	914.59	440.11	329.66	284.91
<b>110</b>	1663.30	1232.60	1303.75	1108.15	916.45	441.40	330.40	285.65
<b>111</b>	1670.09	1237.93	1306.39	1110.28	918.31	442.69	331.14	286.39
<b>112</b>	1676.88	1243.26	1309.03	1112.41	920.17	443.98	331.88	287.13
<b>113</b>	1683.67	1248.59	1311.67	1114.54	922.03	445.27	332.62	287.87
<b>114</b>	1690.46	1253.92	1314.31	1116.67	923.89	446.56	333.36	288.61
<b>115</b>	1697.25	1259.25	1316.95	1118.80	925.75	447.85	334.10	289.35
<b>116</b>	1704.04	1264.58	1319.59	1120.93	927.61	449.14	334.84	290.09
<b>117</b>	1710.83	1269.91	1322.23	1123.06	929.47	450.43	335.58	290.83
<b>118</b>	1717.62	1275.24	1324.87	1125.19	931.33	451.72	336.32	291.57
<b>119</b>	1724.41	1280.57	1327.51	1127.32	933.19	453.01	337.06	292.31
<b>120</b>	1731.20	1285.90	1330.15	1129.45	935.05	454.30	337.80	293.05
<b>121</b>	1737.99	1291.23	1332.79	1131.58	936.91	455.59	338.54	293.79
<b>122</b>	1744.78	1296.56	1335.43	1133.71	938.77	456.88	339.28	294.53
<b>123</b>	1751.57	1301.89	1338.07	1135.84	940.63	458.17	340.02	295.27
<b>124</b>	1758.36	1307.22	1340.71	1137.97	942.49	459.46	340.76	296.01
<b>125</b>	1765.15	1312.55	1343.35	1140.10	944.35	460.75	341.50	296.75
<b>126</b>	1771.94	1317.88	1345.99	1142.23	946.21	462.04	342.24	297.49
<b>127</b>	1778.73	1323.21	1348.63	1144.36	948.07	463.33	342.98	298.23
<b>128</b>	1785.52	1328.54	1351.27	1146.49	949.93	464.62	343.72	298.97
<b>129</b>	1792.31	1333.87	1353.91	1148.62	951.79	465.91	344.46	299.71



NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>130</b>	1799.10	1339.20	1356.55	1150.75	953.65	467.20	345.20	300.45
<b>131</b>	1805.89	1344.53	1359.19	1152.88	955.51	468.49	345.94	301.19
<b>132</b>	1812.68	1349.86	1361.83	1155.01	957.37	469.78	346.68	301.93
<b>133</b>	1819.47	1355.19	1364.47	1157.14	959.23	471.07	347.42	302.67
<b>134</b>	1826.26	1360.52	1367.11	1159.27	961.09	472.36	348.16	303.41
<b>135</b>	1833.05	1365.85	1369.75	1161.40	962.95	473.65	348.90	304.15
<b>136</b>	1839.84	1371.18	1372.39	1163.53	964.81	474.94	349.64	304.89
<b>137</b>	1846.63	1376.51	1375.03	1165.66	966.67	476.23	350.38	305.63
<b>138</b>	1853.42	1381.84	1377.67	1167.79	968.53	477.52	351.12	306.37
<b>139</b>	1860.21	1387.17	1380.31	1169.92	970.39	478.81	351.86	307.11
<b>140</b>	1867.00	1392.50	1382.95	1172.05	972.25	480.10	352.60	307.85
<b>141</b>	1873.79	1397.83	1385.59	1174.18	974.11	481.39	353.34	308.59
<b>142</b>	1880.58	1403.16	1388.23	1176.31	975.97	482.68	354.08	309.33
<b>143</b>	1887.37	1408.49	1390.87	1178.44	977.83	483.97	354.82	310.07
<b>144</b>	1894.16	1413.82	1393.51	1180.57	979.69	485.26	355.56	310.81
<b>145</b>	1900.95	1419.15	1396.15	1182.70	981.55	486.55	356.30	311.55
<b>146</b>	1907.74	1424.48	1398.79	1184.83	983.41	487.84	357.04	312.29
<b>147</b>	1914.53	1429.81	1401.43	1186.96	985.27	489.13	357.78	313.03
<b>148</b>	1921.32	1435.14	1404.07	1189.09	987.13	490.42	358.52	313.77
<b>149</b>	1928.11	1440.47	1406.71	1191.22	988.99	491.71	359.26	314.51
<b>150</b>	1934.90	1445.80	1409.35	1193.35	990.85	493.00	360.00	315.25
<b>Each add'l. unit add per unit</b>	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

**TABLE D  
Wild Spot Payment Table**

**Any Two of New York, Chicago or Los Angeles, Together with Other Cities**

The rates in this table are for 13 weeks of use with respect to commercials used in two of New York, Chicago, or Los Angeles plus the number of units in the far left column.

In computing the applicable unit count, all cities other than New York, Chicago, and Los Angeles, each count for one unit except the following, which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

N.B. An additional 14.3% for P&H is due on all amounts.

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On-Camera	Off-Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>0</b>	\$1446.85	\$974.20	\$1035.95	\$856.55	\$700.30	\$356.95	\$287.50	\$235.40
<b>1</b>	1453.64	979.53	1038.59	858.68	702.16	358.24	288.24	236.14
<b>2</b>	1460.43	984.86	1041.23	860.81	704.02	359.53	288.98	236.88
<b>3</b>	1467.22	990.19	1043.87	862.94	705.88	360.82	289.72	237.62
<b>4</b>	1474.01	995.52	1046.51	865.07	707.74	362.11	290.46	238.36
<b>5</b>	1480.80	1000.85	1049.15	867.20	709.60	363.40	291.20	239.10
<b>6</b>	1487.59	1006.18	1051.79	869.33	711.46	364.69	291.94	239.84
<b>7</b>	1494.38	1011.51	1054.43	871.46	713.32	365.98	292.68	240.58
<b>8</b>	1501.17	1016.84	1057.07	873.59	715.18	367.27	293.42	241.32
<b>9</b>	1507.96	1022.17	1059.71	875.72	717.04	368.56	294.16	242.06

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>10</b>	1514.75	1027.50	1062.35	877.85	718.90	369.85	294.90	242.80
<b>11</b>	1521.54	1032.83	1064.99	879.98	720.76	371.14	295.64	243.54
<b>12</b>	1528.33	1038.16	1067.63	882.11	722.62	372.43	296.38	244.28
<b>13</b>	1535.12	1043.49	1070.27	884.24	724.48	373.72	297.12	245.02
<b>14</b>	1541.91	1048.82	1072.91	886.37	726.34	375.01	297.86	245.76
<b>15</b>	1548.70	1054.15	1075.55	888.50	728.20	376.30	298.60	246.50
<b>16</b>	1555.49	1059.48	1078.19	890.63	730.06	377.59	299.34	247.24
<b>17</b>	1562.28	1064.81	1080.83	892.76	731.92	378.88	300.08	247.98
<b>18</b>	1569.07	1070.14	1083.47	894.89	733.78	380.17	300.82	248.72
<b>19</b>	1575.86	1075.47	1086.11	897.02	735.64	381.46	301.56	249.46
<b>20</b>	1582.65	1080.80	1088.75	899.15	737.50	382.75	302.30	250.20
<b>21</b>	1589.44	1086.13	1091.39	901.28	739.36	384.04	303.04	250.94
<b>22</b>	1596.23	1091.46	1094.03	903.41	741.22	385.33	303.78	251.68
<b>23</b>	1603.02	1096.79	1096.67	905.54	743.08	386.62	304.52	252.42
<b>24</b>	1609.81	1102.12	1099.31	907.67	744.94	387.91	305.26	253.16
<b>25</b>	1616.60	1107.45	1101.95	909.80	746.80	389.20	306.00	253.90
<b>26</b>	1623.39	1112.78	1104.59	911.93	748.66	390.49	306.74	254.64
<b>27</b>	1630.18	1118.11	1107.23	914.06	750.52	391.78	307.48	255.38
<b>28</b>	1636.97	1123.44	1109.87	916.19	752.38	393.07	308.22	256.12
<b>29</b>	1643.76	1128.77	1112.51	918.32	754.24	394.36	308.96	256.86
<b>30</b>	1650.55	1134.10	1115.15	920.45	756.10	395.65	309.70	257.60
<b>31</b>	1657.34	1139.43	1117.79	922.58	757.96	396.94	310.44	258.34
<b>32</b>	1664.13	1144.76	1120.43	924.71	759.82	398.23	311.18	259.08
<b>33</b>	1670.92	1150.09	1123.07	926.84	761.68	399.52	311.92	259.82

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>34</b>	1677.71	1155.42	1125.71	928.97	763.54	400.81	312.66	260.56
<b>35</b>	1684.50	1160.75	1128.35	931.10	765.40	402.10	313.40	261.30
<b>36</b>	1691.29	1166.08	1130.99	933.23	767.26	403.39	314.14	262.04
<b>37</b>	1698.08	1171.41	1133.63	935.36	769.12	404.68	314.88	262.78
<b>38</b>	1704.87	1176.74	1136.27	937.49	770.98	405.97	315.62	263.52
<b>39</b>	1711.66	1182.07	1138.91	939.62	772.84	407.26	316.36	264.26
<b>40</b>	1718.45	1187.40	1141.55	941.75	774.70	408.55	317.10	265.00
<b>41</b>	1725.24	1192.73	1144.19	943.88	776.56	409.84	317.84	265.74
<b>42</b>	1732.03	1198.06	1146.83	946.01	778.42	411.13	318.58	266.48
<b>43</b>	1738.82	1203.39	1149.47	948.14	780.28	412.42	319.32	267.22
<b>44</b>	1745.61	1208.72	1152.11	950.27	782.14	413.71	320.06	267.96
<b>45</b>	1752.40	1214.05	1154.75	952.40	784.00	415.00	320.80	268.70
<b>46</b>	1759.19	1219.38	1157.39	954.53	785.86	416.29	321.54	269.44
<b>47</b>	1765.98	1224.71	1160.03	956.66	787.72	417.58	322.28	270.18
<b>48</b>	1772.77	1230.04	1162.67	958.79	789.58	418.87	323.02	270.92
<b>49</b>	1779.56	1235.37	1165.31	960.92	791.44	420.16	323.76	271.66
<b>50</b>	1786.35	1240.70	1167.95	963.05	793.30	421.45	324.50	272.40
<b>51</b>	1793.14	1246.03	1170.59	965.18	795.16	422.74	325.24	273.14
<b>52</b>	1799.93	1251.36	1173.23	967.31	797.02	424.03	325.98	273.88
<b>53</b>	1806.72	1256.69	1175.87	969.44	798.88	425.32	326.72	274.62
<b>54</b>	1813.51	1262.02	1178.51	971.57	800.74	426.61	327.46	275.36
<b>55</b>	1820.30	1267.35	1181.15	973.70	802.60	427.90	328.20	276.10
<b>56</b>	1827.09	1272.68	1183.79	975.83	804.46	429.19	328.94	276.84
<b>57</b>	1833.88	1278.01	1186.43	977.96	806.32	430.48	329.68	277.58

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>58</b>	1840.67	1283.34	1189.07	980.09	808.18	431.77	330.42	278.32
<b>59</b>	1847.46	1288.67	1191.71	982.22	810.04	433.06	331.16	279.06
<b>60</b>	1854.25	1294.00	1194.35	984.35	811.90	434.35	331.90	279.80
<b>61</b>	1861.04	1299.33	1196.99	986.48	813.76	435.64	332.64	280.54
<b>62</b>	1867.83	1304.66	1199.63	988.61	815.62	436.93	333.38	281.28
<b>63</b>	1874.62	1309.99	1202.27	990.74	817.48	438.22	334.12	282.02
<b>64</b>	1881.41	1315.32	1204.91	992.87	819.34	439.51	334.86	282.76
<b>65</b>	1888.20	1320.65	1207.55	995.00	821.20	440.80	335.60	283.50
<b>66</b>	1894.99	1325.98	1210.19	997.13	823.06	442.09	336.34	284.24
<b>67</b>	1901.78	1331.31	1212.83	999.26	824.92	443.38	337.08	284.98
<b>68</b>	1908.57	1336.64	1215.47	1001.39	826.78	444.67	337.82	285.72
<b>69</b>	1915.36	1341.97	1218.11	1003.52	828.64	445.96	338.56	286.46
<b>70</b>	1922.15	1347.30	1220.75	1005.65	830.50	447.25	339.30	287.20
<b>71</b>	1928.94	1352.63	1223.39	1007.78	832.36	448.54	340.04	287.94
<b>72</b>	1935.73	1357.96	1226.03	1009.91	834.22	449.83	340.78	288.68
<b>73</b>	1942.52	1363.29	1228.67	1012.04	836.08	451.12	341.52	289.42
<b>74</b>	1949.31	1368.62	1231.31	1014.17	837.94	452.41	342.26	290.16
<b>75</b>	1956.10	1373.95	1233.95	1016.30	839.80	453.70	343.00	290.90
<b>76</b>	1962.89	1379.28	1236.59	1018.43	841.66	454.99	343.74	291.64
<b>77</b>	1969.68	1384.61	1239.23	1020.56	843.52	456.28	344.48	292.38
<b>78</b>	1976.47	1389.94	1241.87	1022.69	845.38	457.57	345.22	293.12
<b>79</b>	1983.26	1395.27	1244.51	1024.82	847.24	458.86	345.96	293.86
<b>80</b>	1990.05	1400.60	1247.15	1026.95	849.10	460.15	346.70	294.60
<b>81</b>	1996.84	1405.93	1249.79	1029.08	850.96	461.44	347.44	295.34

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>82</b>	2003.63	1411.26	1252.43	1031.21	852.82	462.73	348.18	296.08
<b>83</b>	2010.42	1416.59	1255.07	1033.34	854.68	464.02	348.92	296.82
<b>84</b>	2017.21	1421.92	1257.71	1035.47	856.54	465.31	349.66	297.56
<b>85</b>	2024.00	1427.25	1260.35	1037.60	858.40	466.60	350.40	298.30
<b>86</b>	2030.79	1432.58	1262.99	1039.73	860.26	467.89	351.14	299.04
<b>87</b>	2037.58	1437.91	1265.63	1041.86	862.12	469.18	351.88	299.78
<b>88</b>	2044.37	1443.24	1268.27	1043.99	863.98	470.47	352.62	300.52
<b>89</b>	2051.16	1448.57	1270.91	1046.12	865.84	471.76	353.36	301.26
<b>90</b>	2057.95	1453.90	1273.55	1048.25	867.70	473.05	354.10	302.00
<b>91</b>	2064.74	1459.23	1276.19	1050.38	869.56	474.34	354.84	302.74
<b>92</b>	2071.53	1464.56	1278.83	1052.51	871.42	475.63	355.58	303.48
<b>93</b>	2078.32	1469.89	1281.47	1054.64	873.28	476.92	356.32	304.22
<b>94</b>	2085.11	1475.22	1284.11	1056.77	875.14	478.21	357.06	304.96
<b>95</b>	2091.90	1480.55	1286.75	1058.90	877.00	479.50	357.80	305.70
<b>96</b>	2098.69	1485.88	1289.39	1061.03	878.86	480.79	358.54	306.44
<b>97</b>	2105.48	1491.21	1292.03	1063.16	880.72	482.08	359.28	307.18
<b>98</b>	2112.27	1496.54	1294.67	1065.29	882.58	483.37	360.02	307.92
<b>99</b>	2119.06	1501.87	1297.31	1067.42	884.44	484.66	360.76	308.66
<b>100</b>	2125.85	1507.20	1299.95	1069.55	886.30	485.95	361.50	309.40
<b>101</b>	2132.64	1512.53	1302.59	1071.68	888.16	487.24	362.24	310.14
<b>102</b>	2139.43	1517.86	1305.23	1073.81	890.02	488.53	362.98	310.88
<b>103</b>	2146.22	1523.19	1307.87	1075.94	891.88	489.82	363.72	311.62
<b>104</b>	2153.01	1528.52	1310.51	1078.07	893.74	491.11	364.46	312.36
<b>105</b>	2159.80	1533.85	1313.15	1080.20	895.60	492.40	365.20	313.10

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			On-Camera			Off-Camera		
	On- Camera	Off- Camera	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>106</b>	2166.59	1539.18	1315.79	1082.33	897.46	493.69	365.94	313.84
<b>107</b>	2173.38	1544.51	1318.43	1084.46	899.32	494.98	366.68	314.58
<b>108</b>	2180.17	1549.84	1321.07	1086.59	901.18	496.27	367.42	315.32
<b>109</b>	2186.96	1555.17	1323.71	1088.72	903.04	497.56	368.16	316.06
<b>110</b>	2193.75	1560.50	1326.35	1090.85	904.90	498.85	368.90	316.80
<b>111</b>	2200.54	1565.83	1328.99	1092.98	906.76	500.14	369.64	317.54
<b>112</b>	2207.33	1571.16	1331.63	1095.11	908.62	501.43	370.38	318.28
<b>113</b>	2214.12	1576.49	1334.27	1097.24	910.48	502.72	371.12	319.02
<b>114</b>	2220.91	1581.82	1336.91	1099.37	912.34	504.01	371.86	319.76
<b>115</b>	2227.70	1587.15	1339.55	1101.50	914.20	505.30	372.60	320.50
<b>116</b>	2234.49	1592.48	1342.19	1103.63	916.06	506.59	373.34	321.24
<b>117</b>	2241.28	1597.81	1344.83	1105.76	917.92	507.88	374.08	321.98
<b>118</b>	2248.07	1603.14	1347.47	1107.89	919.78	509.17	374.82	322.72
<b>119</b>	2254.86	1608.47	1350.11	1110.02	921.64	510.46	375.56	323.46
<b>120</b>	2261.65	1613.80	1352.75	1112.15	923.50	511.75	376.30	324.20
<b>121</b>	2268.44	1619.13	1355.39	1114.28	925.36	513.04	377.04	324.94
<b>122</b>	2275.23	1624.46	1358.03	1116.41	927.22	514.33	377.78	325.68
<b>123</b>	2282.02	1629.79	1360.67	1118.54	929.08	515.62	378.52	326.42
<b>124</b>	2288.81	1635.12	1363.31	1120.67	930.94	516.91	379.26	327.16
<b>125</b>	2295.60	1640.45	1365.95	1122.80	932.80	518.20	380.00	327.90
<b>126</b>	2302.39	1645.78	1368.59	1124.93	934.66	519.49	380.74	328.64
<b>127</b>	2309.18	1651.11	1371.23	1127.06	936.52	520.78	381.48	329.38
<b>128</b>	2315.97	1656.44	1373.87	1129.19	938.38	522.07	382.22	330.12
<b>129</b>	2322.76	1661.77	1376.51	1131.32	940.24	523.36	382.96	330.86

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>130</b>	2329.55	1667.10	1379.15	1133.45	942.10	524.65	383.70	331.60
<b>131</b>	2336.34	1672.43	1381.79	1135.58	943.96	525.94	384.44	332.34
<b>132</b>	2343.13	1677.76	1384.43	1137.71	945.82	527.23	385.18	333.08
<b>133</b>	2349.92	1683.09	1387.07	1139.84	947.68	528.52	385.92	333.82
<b>134</b>	2356.71	1688.42	1389.71	1141.97	949.54	529.81	386.66	334.56
<b>135</b>	2363.50	1693.75	1392.35	1144.10	951.40	531.10	387.40	335.30
<b>136</b>	2370.29	1699.08	1394.99	1146.23	953.26	532.39	388.14	336.04
<b>137</b>	2377.08	1704.41	1397.63	1148.36	955.12	533.68	388.88	336.78
<b>138</b>	2383.87	1709.74	1400.27	1150.49	956.98	534.97	389.62	337.52
<b>139</b>	2390.66	1715.07	1402.91	1152.62	958.84	536.26	390.36	338.26
<b>140</b>	2397.45	1720.40	1405.55	1154.75	960.70	537.55	391.10	339.00
<b>141</b>	2404.24	1725.73	1408.19	1156.88	962.56	538.84	391.84	339.74
<b>142</b>	2411.03	1731.06	1410.83	1159.01	964.42	540.13	392.58	340.48
<b>143</b>	2417.82	1736.39	1413.47	1161.14	966.28	541.42	393.32	341.22
<b>144</b>	2424.61	1741.72	1416.11	1163.27	968.14	542.71	394.06	341.96
<b>145</b>	2431.40	1747.05	1418.75	1165.40	970.00	544.00	394.80	342.70
<b>146</b>	2438.19	1752.38	1421.39	1167.53	971.86	545.29	395.54	343.44
<b>147</b>	2444.98	1757.71	1424.03	1169.66	973.72	546.58	396.28	344.18
<b>148</b>	2451.77	1763.04	1426.67	1171.79	975.58	547.87	397.02	344.92
<b>149</b>	2458.56	1768.37	1429.31	1173.92	977.44	549.16	397.76	345.66
<b>150</b>	2465.35	1773.70	1431.95	1176.05	979.30	550.45	398.50	346.40
<b>Each add'l. unit add per unit</b>	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74



**TABLE E**

**Wild Spot Payment Table**

**New York, Chicago and Los Angeles, Together with Other Cities**

The rates in this table are for 13 weeks of use with respect to commercials used in New York *and* Chicago *and* Los Angeles (all three), plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg- Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson... Philadelphia.....	2	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven... Phoenix.....	2	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	5	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	2	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	2	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City... Raleigh-Durham.....	43	West Palm Beach- Ft. Pierce.....	2
Dallas-Ft. Worth.....	6	Miami.....	4	Sacramento/Stockton...	3
Denver.....	3	Milwaukee.....	2	St. Louis.....	3
Detroit.....	5	Minneapolis-St. Paul... Salt Lake City.....	4	San Antonio.....	2
Grand Rapids-Kalamazoo- Battle Creek.....	2	Montreal.....	4	San Diego.....	2
		Nashville.....	2		

N.B. An additional 14.3% for P&H is due on all amounts.

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>0</b>	\$1745.20	\$1239.55	\$1306.95	\$1118.50	\$914.20	\$430.35	\$347.05	\$283.60
<b>1</b>	1752.16	1245.00	1309.65	1120.69	916.11	431.69	347.84	284.39
<b>2</b>	1759.12	1250.45	1312.35	1122.88	918.02	433.03	348.63	285.18
<b>3</b>	1766.08	1255.90	1315.05	1125.07	919.93	434.37	349.42	285.97
<b>4</b>	1773.04	1261.35	1317.75	1127.26	921.84	435.71	350.21	286.76
<b>5</b>	1780.00	1266.80	1320.45	1129.45	923.75	437.05	351.00	287.55
<b>6</b>	1786.96	1272.25	1323.15	1131.64	925.66	438.39	351.79	288.34
<b>7</b>	1793.92	1277.70	1325.85	1133.83	927.57	439.73	352.58	289.13
<b>8</b>	1800.88	1283.15	1328.55	1136.02	929.48	441.07	353.37	289.92
<b>9</b>	1807.84	1288.60	1331.25	1138.21	931.39	442.41	354.16	290.71

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>10</b>	1814.80	1294.05	1333.95	1140.40	933.30	443.75	354.95	291.50
<b>11</b>	1821.76	1299.50	1336.65	1142.59	935.21	445.09	355.74	292.29
<b>12</b>	1828.72	1304.95	1339.35	1144.78	937.12	446.43	356.53	293.08
<b>13</b>	1835.68	1310.40	1342.05	1146.97	939.03	447.77	357.32	293.87
<b>14</b>	1842.64	1315.85	1344.75	1149.16	940.94	449.11	358.11	294.66
<b>15</b>	1849.60	1321.30	1347.45	1151.35	942.85	450.45	358.90	295.45
<b>16</b>	1856.56	1326.75	1350.15	1153.54	944.76	451.79	359.69	296.24
<b>17</b>	1863.52	1332.20	1352.85	1155.73	946.67	453.13	360.48	297.03
<b>18</b>	1870.48	1337.65	1355.55	1157.92	948.58	454.47	361.27	297.82
<b>19</b>	1877.44	1343.10	1358.25	1160.11	950.49	455.81	362.06	298.61
<b>20</b>	1884.40	1348.55	1360.95	1162.30	952.40	457.15	362.85	299.40
<b>21</b>	1891.36	1354.00	1363.65	1164.49	954.31	458.49	363.64	300.19
<b>22</b>	1898.32	1359.45	1366.35	1166.68	956.22	459.83	364.43	300.98
<b>23</b>	1905.28	1364.90	1369.05	1168.87	958.13	461.17	365.22	301.77
<b>24</b>	1912.24	1370.35	1371.75	1171.06	960.04	462.51	366.01	302.56
<b>25</b>	1919.20	1375.80	1374.45	1173.25	961.95	463.85	366.80	303.35
<b>26</b>	1926.16	1381.25	1377.15	1175.44	963.86	465.19	367.59	304.14
<b>27</b>	1933.12	1386.70	1379.85	1177.63	965.77	466.53	368.38	304.93
<b>28</b>	1940.08	1392.15	1382.55	1179.82	967.68	467.87	369.17	305.72
<b>29</b>	1947.04	1397.60	1385.25	1182.01	969.59	469.21	369.96	306.51
<b>30</b>	1954.00	1403.05	1387.95	1184.20	971.50	470.55	370.75	307.30
<b>31</b>	1960.96	1408.50	1390.65	1186.39	973.41	471.89	371.54	308.09
<b>32</b>	1967.92	1413.95	1393.35	1188.58	975.32	473.23	372.33	308.88
<b>33</b>	1974.88	1419.40	1396.05	1190.77	977.23	474.57	373.12	309.67

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>34</b>	1981.84	1424.85	1398.75	1192.96	979.14	475.91	373.91	310.46
<b>35</b>	1988.80	1430.30	1401.45	1195.15	981.05	477.25	374.70	311.25
<b>36</b>	1995.76	1435.75	1404.15	1197.34	982.96	478.59	375.49	312.04
<b>37</b>	2002.72	1441.20	1406.85	1199.53	984.87	479.93	376.28	312.83
<b>38</b>	2009.68	1446.65	1409.55	1201.72	986.78	481.27	377.07	313.62
<b>39</b>	2016.64	1452.10	1412.25	1203.91	988.69	482.61	377.86	314.41
<b>40</b>	2023.60	1457.55	1414.95	1206.10	990.60	483.95	378.65	315.20
<b>41</b>	2030.56	1463.00	1417.65	1208.29	992.51	485.29	379.44	315.99
<b>42</b>	2037.52	1468.45	1420.35	1210.48	994.42	486.63	380.23	316.78
<b>43</b>	2044.48	1473.90	1423.05	1212.67	996.33	487.97	381.02	317.57
<b>44</b>	2051.44	1479.35	1425.75	1214.86	998.24	489.31	381.81	318.36
<b>45</b>	2058.40	1484.80	1428.45	1217.05	1000.15	490.65	382.60	319.15
<b>46</b>	2065.36	1490.25	1431.15	1219.24	1002.06	491.99	383.39	319.94
<b>47</b>	2072.32	1495.70	1433.85	1221.43	1003.97	493.33	384.18	320.73
<b>48</b>	2079.28	1501.15	1436.55	1223.62	1005.88	494.67	384.97	321.52
<b>49</b>	2086.24	1506.60	1439.25	1225.81	1007.79	496.01	385.76	322.31
<b>50</b>	2093.20	1512.05	1441.95	1228.00	1009.70	497.35	386.55	323.10
<b>51</b>	2100.16	1517.50	1444.65	1230.19	1011.61	498.69	387.34	323.89
<b>52</b>	2107.12	1522.95	1447.35	1232.38	1013.52	500.03	388.13	324.68
<b>53</b>	2114.08	1528.40	1450.05	1234.57	1015.43	501.37	388.92	325.47
<b>54</b>	2121.04	1533.85	1452.75	1236.76	1017.34	502.71	389.71	326.26
<b>55</b>	2128.00	1539.30	1455.45	1238.95	1019.25	504.05	390.50	327.05
<b>56</b>	2134.96	1544.75	1458.15	1241.14	1021.16	506.73	392.08	328.63
<b>57</b>	2141.92	1550.20	1460.85	1243.33	1023.07	508.07	392.87	329.42

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>58</b>	2148.88	1555.65	1463.55	1245.52	1024.98	509.41	393.66	330.21
<b>59</b>	2155.84	1561.10	1466.25	1247.71	1026.89	510.75	394.45	331.00
<b>60</b>	2162.80	1566.55	1468.95	1249.90	1028.80	512.09	395.24	331.79
<b>61</b>	2169.76	1572.00	1471.65	1252.09	1030.71	513.43	396.03	332.58
<b>62</b>	2176.72	1577.45	1474.35	1254.28	1032.62	514.77	396.82	333.37
<b>63</b>	2183.68	1582.90	1477.05	1256.47	1034.53	516.11	397.61	334.16
<b>64</b>	2190.64	1588.35	1479.75	1258.66	1036.44	517.45	398.40	334.95
<b>65</b>	2197.60	1593.80	1482.45	1260.85	1038.35	518.79	399.19	335.74
<b>66</b>	2204.56	1599.25	1485.15	1263.04	1040.26	520.13	399.98	336.53
<b>67</b>	2211.52	1604.70	1487.85	1265.23	1042.17	521.47	400.77	337.32
<b>68</b>	2218.48	1610.15	1490.55	1267.42	1044.08	522.81	401.56	338.11
<b>69</b>	2225.44	1615.60	1493.25	1269.61	1045.99	524.15	402.35	338.90
<b>70</b>	2232.40	1621.05	1495.95	1271.80	1047.90	525.49	403.14	339.69
<b>71</b>	2239.36	1626.50	1498.65	1273.99	1049.81	526.83	403.93	340.48
<b>72</b>	2246.32	1631.95	1501.35	1276.18	1051.72	528.17	404.72	341.27
<b>73</b>	2253.28	1637.40	1504.05	1278.37	1053.63	529.51	405.51	342.06
<b>74</b>	2260.24	1642.85	1506.75	1280.56	1055.54	530.85	406.30	342.85
<b>75</b>	2267.20	1648.30	1509.45	1282.75	1057.45	532.19	407.09	343.64
<b>76</b>	2274.16	1653.75	1512.15	1284.94	1059.36	533.53	407.88	344.43
<b>77</b>	2281.12	1659.20	1514.85	1287.13	1061.27	534.87	408.67	345.22
<b>78</b>	2288.08	1664.65	1517.55	1289.32	1063.18	536.21	409.46	346.01
<b>79</b>	2295.04	1670.10	1520.25	1291.51	1065.09	537.55	410.25	346.80
<b>80</b>	2302.00	1675.55	1522.95	1293.70	1067.00	538.89	411.04	347.59
<b>81</b>	2308.96	1681.00	1525.65	1295.89	1068.91	540.23	411.83	348.38

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>82</b>	2315.92	1686.45	1528.35	1298.08	1070.82	541.57	412.62	349.17
<b>83</b>	2322.88	1691.90	1531.05	1300.27	1072.73	542.91	413.41	349.96
<b>84</b>	2329.84	1697.35	1533.75	1302.46	1074.64	544.25	414.20	350.75
<b>85</b>	2336.80	1702.80	1536.45	1304.65	1076.55	545.59	414.99	351.54
<b>86</b>	2343.76	1708.25	1539.15	1306.84	1078.46	546.93	415.78	352.33
<b>87</b>	2350.72	1713.70	1541.85	1309.03	1080.37	548.27	416.57	353.12
<b>88</b>	2357.68	1719.15	1544.55	1311.22	1082.28	549.61	417.36	353.91
<b>89</b>	2364.64	1724.60	1547.25	1313.41	1084.19	550.95	418.15	354.70
<b>90</b>	2371.60	1730.05	1549.95	1315.60	1086.10	552.29	418.94	355.49
<b>91</b>	2378.56	1735.50	1552.65	1317.79	1088.01	526.33	398.75	338.35
<b>92</b>	2385.52	1740.95	1555.35	1319.98	1089.92	553.63	419.73	356.28
<b>93</b>	2392.48	1746.40	1558.05	1322.17	1091.83	554.97	420.52	357.07
<b>94</b>	2399.44	1751.85	1560.75	1324.36	1093.74	556.31	421.31	357.86
<b>95</b>	2406.40	1757.30	1563.45	1326.55	1095.65	557.65	422.10	358.65
<b>96</b>	2413.36	1762.75	1566.15	1328.74	1097.56	558.99	422.89	359.44
<b>97</b>	2420.32	1768.20	1568.85	1330.93	1099.47	560.33	423.68	360.23
<b>98</b>	2427.28	1773.65	1571.55	1333.12	1101.38	561.67	424.47	361.02
<b>99</b>	2434.24	1779.10	1574.25	1335.31	1103.29	563.01	425.26	361.81
<b>100</b>	2441.20	1784.55	1576.95	1337.50	1105.20	564.35	426.05	362.60
<b>101</b>	2448.16	1790.00	1579.65	1339.69	1107.11	565.69	426.84	363.39
<b>102</b>	2455.12	1795.45	1582.35	1341.88	1109.02	567.03	427.63	364.18
<b>103</b>	2462.08	1800.90	1585.05	1344.07	1110.93	568.37	428.42	364.97
<b>104</b>	2469.04	1806.35	1587.75	1346.26	1112.84	569.71	429.21	365.76
<b>105</b>	2476.00	1811.80	1590.45	1348.45	1114.75	571.05	430.00	366.55

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On-Camera	Off-Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>106</b>	2482.96	1817.25	1593.15	1350.64	1116.66	572.39	430.79	367.34
<b>107</b>	2489.92	1822.70	1595.85	1352.83	1118.57	573.73	431.58	368.13
<b>108</b>	2496.88	1828.15	1598.55	1355.02	1120.48	575.07	432.37	368.92
<b>109</b>	2503.84	1833.60	1601.25	1357.21	1122.39	576.41	433.16	369.71
<b>110</b>	2510.80	1839.05	1603.95	1359.40	1124.30	577.75	433.95	370.50
<b>111</b>	2517.76	1844.50	1606.65	1361.59	1126.21	579.09	434.74	371.29
<b>112</b>	2524.72	1849.95	1609.35	1363.78	1128.12	580.43	435.53	372.08
<b>113</b>	2531.68	1855.40	1612.05	1365.97	1130.03	581.77	436.32	372.87
<b>114</b>	2538.64	1860.85	1614.75	1368.16	1131.94	583.11	437.11	373.66
<b>115</b>	2545.60	1866.30	1617.45	1370.35	1133.85	584.45	437.90	374.45
<b>116</b>	2552.56	1871.75	1620.15	1372.54	1135.76	585.79	438.69	375.24
<b>117</b>	2559.52	1877.20	1622.85	1374.73	1137.67	587.13	439.48	376.03
<b>118</b>	2566.48	1882.65	1625.55	1376.92	1139.58	588.47	440.27	376.82
<b>119</b>	2573.44	1888.10	1628.25	1379.11	1141.49	589.81	441.06	377.61
<b>120</b>	2580.40	1893.55	1630.95	1381.30	1143.40	591.15	441.85	378.40
<b>121</b>	2587.36	1899.00	1633.65	1383.49	1145.31	592.49	442.64	379.19
<b>122</b>	2594.32	1904.45	1636.35	1385.68	1147.22	593.83	443.43	379.98
<b>123</b>	2601.28	1909.90	1639.05	1387.87	1149.13	595.17	444.22	380.77
<b>124</b>	2608.24	1915.35	1641.75	1390.06	1151.04	596.51	445.01	381.56
<b>125</b>	2615.20	1920.80	1644.45	1392.25	1152.95	597.85	445.80	382.35
<b>126</b>	2622.16	1926.25	1647.15	1394.44	1154.86	599.19	446.59	383.14
<b>127</b>	2629.12	1931.70	1649.85	1396.63	1156.77	600.53	447.38	383.93
<b>128</b>	2636.08	1937.15	1652.55	1398.82	1158.68	601.87	448.17	384.72
<b>129</b>	2643.04	1942.60	1655.25	1401.01	1160.59	603.21	448.96	385.51

NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	On- Camera	Off- Camera	On-Camera			Off-Camera		
			3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
<b>130</b>	2650.00	1948.05	1657.95	1403.20	1162.50	604.55	449.75	386.30
<b>131</b>	2656.96	1953.50	1660.65	1405.39	1164.41	605.89	450.54	387.09
<b>132</b>	2663.92	1958.95	1663.35	1407.58	1166.32	607.23	451.33	387.88
<b>133</b>	2670.88	1964.40	1666.05	1409.77	1168.23	608.57	452.12	388.67
<b>134</b>	2677.84	1969.85	1668.75	1411.96	1170.14	609.91	452.91	389.46
<b>135</b>	2684.80	1975.30	1671.45	1414.15	1172.05	611.25	453.70	390.25
<b>136</b>	2691.76	1980.75	1674.15	1416.34	1173.96	612.59	454.49	391.04
<b>137</b>	2698.72	1986.20	1676.85	1418.53	1175.87	613.93	455.28	391.83
<b>138</b>	2705.68	1991.65	1679.55	1420.72	1177.78	615.27	456.07	392.62
<b>139</b>	2712.64	1997.10	1682.25	1422.91	1179.69	616.61	456.86	393.41
<b>140</b>	2719.60	2002.55	1684.95	1425.10	1181.60	617.95	457.65	394.20
<b>141</b>	2726.56	2008.00	1687.65	1427.29	1183.51	619.29	458.44	394.99
<b>142</b>	2733.52	2013.45	1690.35	1429.48	1185.42	620.63	459.23	395.78
<b>143</b>	2740.48	2018.90	1693.05	1431.67	1187.33	621.97	460.02	396.57
<b>144</b>	2747.44	2024.35	1695.75	1433.86	1189.24	623.31	460.81	397.36
<b>145</b>	2754.40	2029.80	1698.45	1436.05	1191.15	624.65	461.60	398.15
<b>146</b>	2761.36	2035.25	1701.15	1438.24	1193.06	625.99	462.39	398.94
<b>147</b>	2768.32	2040.70	1703.85	1440.43	1194.97	627.33	463.18	399.73
<b>148</b>	2775.28	2046.15	1706.55	1442.62	1196.88	628.67	463.97	400.52
<b>149</b>	2782.24	2051.60	1709.25	1444.81	1198.79	630.01	464.76	401.31
<b>150</b>	2789.20	2057.05	1711.95	1447.00	1200.70	631.35	465.55	402.10
<b>Each add'l. unit add per unit</b>	6.96	5.45	2.70	2.19	1.91	1.34	.79	.79

ADVERTISING AGENCY \_\_\_\_\_ PRODUCER \_\_\_\_\_

COMMERCIAL TITLE(S) AND CODE NO.(S) \_\_\_\_\_ PRODUCT \_\_\_\_\_

DATES WORKED	WORK TIME FROM/TO	MEALS FROM/TO	TRAVEL TO LOCATION FROM/TO	TRAVEL FROM LOCATION FROM/TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM/TO

Multiple Tracking or Sweetening \_\_\_\_\_ did occur \_\_\_\_\_ did not occur

Performer's Signature or Initials: \_\_\_\_\_

### EXHIBIT A-1

### STANDARD SCREEN ACTORS GUILD EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

Date \_\_\_\_\_, 20\_\_\_\_

Between \_\_\_\_\_, Producer, and \_\_\_\_\_, Performer.

Producer engages Performer and Performer agrees to perform services for Producer in television commercials as follows:

Commercial Title(s) and Code No(s) \_\_\_\_\_

No. of Commercials \_\_\_\_\_

Such commercial(s) are to be produced by \_\_\_\_\_ (Advertising Agency)

\_\_\_\_\_ (Address)

acting as agent for \_\_\_\_\_ (Advertiser)

City and State in which services rendered: \_\_\_\_\_ Place of Engagement: \_\_\_\_\_

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Principal Performer | <input type="checkbox"/> Solo or duo     | <input type="checkbox"/> Signature - solo or duo   |
| <input type="checkbox"/> Stunt Performer     | <input type="checkbox"/> Group-3-5       | <input type="checkbox"/> Group-Signature-3-5       |
| <input type="checkbox"/> Specialty Act       | <input type="checkbox"/> Group-6-8       | <input type="checkbox"/> Group-Signature-6-8       |
| <input type="checkbox"/> Dancer              | <input type="checkbox"/> Group-9 or more | <input type="checkbox"/> Group-Signature-9 or more |
| <input type="checkbox"/> Singer              | <input type="checkbox"/> Contractor      | <input type="checkbox"/> Pilot                     |

Classification: On Camera \_\_\_\_\_ Off Camera \_\_\_\_\_ Part to be Played \_\_\_\_\_

Compensation: \_\_\_\_\_ Date & Hr. of Engagement: \_\_\_\_\_

Check if: Flight Insurance (\$11.30) Payable

Wardrobe to be furnished by Producer  by Performer

If furnished by Performer, No. of Costumes @ \$16.90 \_\_\_\_\_ @ \$28.20 \_\_\_\_\_ Total Wardrobe Fee \$ \_\_\_\_\_  
(Non Evening Wear) (Evening Wear)

- Performer does not consent to the use of his/her services made hereunder on the Internet.
- Performer does not consent to the use of his/her services in commercials made hereunder as dealer commercials payable at dealer commercial rates.
- Performer does not consent to the use of his/her services in commercials made hereunder on a simulcast.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at SAG minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided. If this contract provides for compensation above SAG minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the SAG Commercials Contract, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

Until Performer shall otherwise direct in writing, Performer authorizes Producer to make all payments to which Performer may be entitled hereunder as follows:

- To Performer at \_\_\_\_\_ (Address)
- To Performer c/o \_\_\_\_\_ at \_\_\_\_\_ (Address)

All notices to Performer shall be sent to the address designated above for payments and, if Performer desires, to one other address as follows:

To \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

All notices to Producer shall be addressed as follows:

To Producer at \_\_\_\_\_ (Address)

This contract is subject to all of the terms and conditions of the applicable Commercials Contract. Employer of Record for income tax and unemployment insurance purposes is \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

PRODUCER (NAME OF COMPANY) \_\_\_\_\_ The Performer has the right to consult with his/her representative or Union before signing this contract.

BY \_\_\_\_\_ PERFORMER \_\_\_\_\_

Performer hereby certifies that he/she is 21 years of age or over. (if under 21 years of age this contract must be signed below by a parent or guardian.) I, the undersigned, hereby state that I am the \_\_\_\_\_ of the above named Performer and do hereby consent and give my permission to this agreement. \_\_\_\_\_ (Mother, Father, Guardian)

\_\_\_\_\_ (Signature of Parent or Guardian)

SPECIAL PROVISIONS (including adjustments, if any, for Stunt Performers):

Performer acknowledges that he/she has read all the terms and conditions in the Special Provisions section above and hereby agrees thereto. \_\_\_\_\_ (Performer)

**IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.**





# STANDARD PROVISIONS

## 1. RIGHT TO CONTRACT

Performer states that to the best of his/her knowledge, he/she has not authorized the use of his/her name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial (s) hereunder and that he/she is free to enter into this contract and to grant the rights and uses herein set forth.

## 2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this contract, he/she has not accepted employment in nor authorized the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that he/she will not hereafter, during the term of permissible use of the commercial(s) for which he/she is employed hereunder, accept employment in or authorize the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. Unless otherwise bargained for, this paragraph shall not apply to off-camera solo or duo singers or group performers other than name groups or to performers employed in Seasonal Commercials under Section 39 of the SAG Commercials Contract.

## 3. OTHER USES (Strike “a” or “b” or both if such rights not granted by Performer)

### (a) Foreign Use

Producer shall have the right to the foreign use of the commercial(s) produced hereunder, for which Producer agrees to pay performer not less than the additional compensation provided for in the SAG Commercials Contract. Producer agrees to notify SAG in writing promptly of any such foreign use.

### (b) Theatrical & Industrial Use

Producer shall have the right to the commercial(s) produced hereunder for theatrical and industrial use as defined and for the period permitted in the SAG Commercials Contract, for which Producer shall pay performer not less than the additional compensation therein provided.

## 4. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this contract shall be subject to arbitration as provided in Section 57 of the SAG Commercials Contract.

## 5. PRODUCER’S RIGHTS

Performer acknowledges that performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to the performer.

ADVERTISING AGENCY \_\_\_\_\_ PRODUCER \_\_\_\_\_

COMMERCIAL TITLE(S) AND CODE NO.(S) \_\_\_\_\_ PRODUCT \_\_\_\_\_

DATES WORKED	WORK TIME FROM/TO	MEALS FROM/TO	TRAVEL TO LOCATION FROM/TO	TRAVEL FROM LOCATION FROM/TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM/TO

Performer's Signature or Initials: \_\_\_\_\_

### EXHIBIT A-2

#### STANDARD SCREEN ACTORS GUILD EMPLOYMENT CONTRACT FOR PERFORMERS ENGAGED AS EXTRAS IN TELEVISION COMMERCIALS

Date \_\_\_\_\_, 20\_\_\_\_

Producer, \_\_\_\_\_, engages Extra Performer, \_\_\_\_\_, and Extra Performer agrees to perform services for Producer in television commercials as follows:

Commercial title(s) and code No.(s) \_\_\_\_\_ No. of commercials \_\_\_\_\_

Such commercial(s) are to be produced by \_\_\_\_\_ (Advertising Agency) \_\_\_\_\_ (Address)

On behalf of \_\_\_\_\_ (Advertiser) \_\_\_\_\_ (Product(s))

Date and time of engagement: \_\_\_\_\_ Place of engagement: \_\_\_\_\_ (City and State)

<b>Category and Type</b> <input type="checkbox"/> Commercial Extra Performer <input type="checkbox"/> Hand Model <input type="checkbox"/> Stand-In <input type="checkbox"/> Photo Double <input type="checkbox"/> Other (Describe) _____	<input type="checkbox"/> 13 Weeks Use <input type="checkbox"/> Unlimited Use <input type="checkbox"/> Produced for Cable Only	<b>Adjustments</b> <input type="checkbox"/> Wet, Snow, Smoke or Dust (\$40.00) <input type="checkbox"/> Hazard Adjustment \$ _____ <input type="checkbox"/> Make-up, Skull Cap, Hairgoods (\$31.40) <input type="checkbox"/> Night Premium _____ <input type="checkbox"/> Other _____
<b>Allowances (Check if applicable)</b> <input type="checkbox"/> Flight Insurance (\$11.30) Payable <input type="checkbox"/> Wardrobe to be furnished: <input type="checkbox"/> By Producer <input type="checkbox"/> By Extra Performer If furnished by Extra Performer @ \$17.20 _____ @ \$28.65 _____ Total Wardrobe Fee \$ _____ No. of costumes requested by producer (Non Evening Wear) (Evening Wear)		
<b>Props:</b> <input type="checkbox"/> Books (\$2.50 each) <input type="checkbox"/> Luggage (\$5.50 each piece) <input type="checkbox"/> Tennis Racquet (\$5.50) <input type="checkbox"/> Binoculars or Opera Glasses (\$5.50)      (includes bookbags & briefcases)      (only if not already being paid as part of a tennis wardrobe allowance) <input type="checkbox"/> Camera (\$5.50) <input type="checkbox"/> Pet (\$23.00) <input type="checkbox"/> Golf clubs and bag (\$12.00) <input type="checkbox"/> Skis (\$12.00) <input type="checkbox"/> Other Fee \$ _____ <input type="checkbox"/> Large portable radio (\$5.50)      (includes poles and boots) <input type="checkbox"/> Other Fee \$ _____		

Extra Performer authorizes Producer to make payment to Extra Performer as follows:  
 To Extra Performer at \_\_\_\_\_ (Address)  
 To Extra Performer c/o \_\_\_\_\_ at \_\_\_\_\_ (Address)

Special Provisions:

This contract is subject to all of the terms and conditions which pertain to Extra Performers in the applicable Commercials Contract. Employer of Record for income tax and unemployment insurance purposes is:

\_\_\_\_\_  
(Name) (Address)

Producer: \_\_\_\_\_ Extra Performer: \_\_\_\_\_  
By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)

Extra Performer hereby certifies that he/she is 21 years of age or over. (if under 21 years of age, this contract must be signed below by a parent or guardian.)  
 I, the undersigned hereby state that I am the \_\_\_\_\_ of the above named Extra Performer and do hereby consent and give my permission to this agreement. (Mother, Father, Guardian)  
 \_\_\_\_\_  
 (Signature of Parent or Guardian)



# TV COMMERCIALS EXHIBIT B

## SCREEN ACTORS GUILD PENSION AND HEALTH CONTRIBUTIONS REPORT-PRODUCTION AND USE REPORT PRINCIPAL AND EXTRA PERFORMERS

COMPLETE ALL APPLICABLE AREAS

SEE IMPORTANT INSTRUCTIONS ON BACK OF FORM

Page \_\_\_\_ of \_\_\_\_ Pages

P&H Account Number:	Payroll Period:	Report/Payment Date:
Reporting Company, Address & Telephone	Advertiser/Parent Company:	Brand/Product
Print Name & Title of Person completing form:	Advertising Agency:	
Signature:	Production Company:	
Commercial ID/Title	Length (in seconds)	Original Session Date(s)
Lift ID/Title	Length (in seconds)	1st Air Date:
If New ID, indicate Last reported ID:		REPORT TYPE: <input type="checkbox"/> SESSION <input type="checkbox"/> HOLDING <input type="checkbox"/> USE <input type="checkbox"/> CREDIT (Clarify in comments) <input type="checkbox"/> OTHER (Specify in comments)
		Check here <input type="checkbox"/> if Spanish Language

PROGRAM <input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> With NY <input type="checkbox"/> Class C	INTERNET <input type="checkbox"/> Made for Fm B'cast <input type="checkbox"/> Fm B'cast	CABLE <input type="checkbox"/> Made for Fm B'cast <input type="checkbox"/> Fm B'cast	<input type="checkbox"/> Cable Maximum (2000 Units) If less, enter Total Cable Units: _____ Cable Networks: _____	FOREIGN <input type="checkbox"/> United Kingdom <input type="checkbox"/> Europe <input type="checkbox"/> Asia/Pacific <input type="checkbox"/> Japan <input type="checkbox"/> Rest-of-World <input type="checkbox"/> Theatrical/Industrial Exhibition <input type="checkbox"/> Other (Specify in Comments)	SPANISH LANGUAGE <input type="checkbox"/> Program <input type="checkbox"/> Spot Total Spot Units: _____ <input type="checkbox"/> South-/Central-Amer./Mexico <input type="checkbox"/> Caribbean/Puerto Rico	DEALER <input type="checkbox"/> Type A <input type="checkbox"/> A With NY <input type="checkbox"/> Type B <input type="checkbox"/> B With NY U S E I L D T Y P E S P O T W <input type="checkbox"/> NEW YORK <input type="checkbox"/> Grand Rapids <input type="checkbox"/> Philadelphia <input type="checkbox"/> Tampa <input type="checkbox"/> LOS ANGELES <input type="checkbox"/> Greenville <input type="checkbox"/> Phoenix <input type="checkbox"/> Toronto <input type="checkbox"/> CHICAGO <input type="checkbox"/> Hartford/New Haven <input type="checkbox"/> Pittsburgh <input type="checkbox"/> Vancouver, BC <input type="checkbox"/> Atlanta <input type="checkbox"/> Houston <input type="checkbox"/> Portland, OR <input type="checkbox"/> Washington, DC <input type="checkbox"/> Baltimore <input type="checkbox"/> Indianapolis <input type="checkbox"/> Puerto Rico <input type="checkbox"/> West Palm Beach <input type="checkbox"/> Boston <input type="checkbox"/> Kansas City <input type="checkbox"/> Raleigh-Durham <input type="checkbox"/> Charlotte <input type="checkbox"/> Mexico City <input type="checkbox"/> Sacramento <input type="checkbox"/> Cincinnati <input type="checkbox"/> Miami <input type="checkbox"/> St. Louis <input type="checkbox"/> Cleveland <input type="checkbox"/> Milwaukee <input type="checkbox"/> Salt Lake City <input type="checkbox"/> Columbus, OH <input type="checkbox"/> Minneapolis/St. Paul <input type="checkbox"/> San Antonio <input type="checkbox"/> Dallas/Ft. Worth <input type="checkbox"/> Montreal <input type="checkbox"/> San Diego <input type="checkbox"/> Denver <input type="checkbox"/> Nashville <input type="checkbox"/> San Francisco <input type="checkbox"/> Detroit <input type="checkbox"/> Orlando <input type="checkbox"/> Seattle/Tacoma
				(a) Gross Payment (Sum Col. 9, all pages) \$ _____ (b) CONTRIBUTION Apply % if Commercial Produced on or after: 10/30/03 → 14.3% \$ _____ 10/30/00 → 13.3% \$ _____ (c) Make checks payable to: SAG-PRODUCERS PENSION & HEALTH PLANS.	FOR OFFICE USE ONLY Check No. _____ Pmt. Amt. _____ Date Recd. _____	

**CLASS A USE DETAIL** List additional uses in Comments or on a separate report    In "L/D" Column, mark uses of "included lift" with "L," mark uses to which discount applies with "D."  
 13 Use Guarantee Applied    Note any separate Use Number sequence for uses of 10-/15-second version in Comments.

Use #	L/D	Date	Program	Use #	L/D	Date	Program	Use #	L/D	Date	Program

**Comments**

(1) Social Security Account Number	(2) Performer's Name			(3) Perf. Category	(4) Camera		(6) If Session Report, Indicate			(8) If upgrade, show amount already paid for cycle	(9) Gross Payment
	Last	First	Initial		On	Off	No. of Commls	Date(s) Worked	Birthdate, if under age 4		

Symbols for Col. 3	P - Principal Performer E - Extra Performer HM - Hand Model	ST - Stunt Performer Pup - Puppeteer Pil - Pilot	SS - Singer Solo/Duo SC - Singer Contractor CV - Character Voice	S3 - Group Singer (3 to 5) S6 - Group Singer (6 to 8) S9 - Group Singer (9 or more)	DS - Dancer Solo/Duo DC - Dancer Contractor	D3 - Group Dancer (3 to 5) D6 - Group Dancer (6 to 8) D9 - Group Dancer (9 or more)
--------------------	---	--	--	---	--	---

## IMPORTANT INSTRUCTIONS

1. Use this form to report Production, Editing, or Use of commercials
2. Report commercials with different casts, or for different advertisers, on separate forms
3. Any attachment to a report must include all of the following information identifying the report to which it is attached
  - a. The names of the Reporting Company, the Advertiser, and the Product or Service advertised
  - b. The Commercial Identifier (Code or Title,) or the Invoice Number.
  - c. The Report/Payment Date.
4. Mail original P & H Report, with CONTRIBUTIONS PAYMENT check to:  
SAG-PRODUCERS Pension & Health Plans, P.O. Box 54867, Los Angeles, CA 90054-0867
5. Mail copy of P & H Report to SAG office NEAREST THE CITY IN WHICH COMMERCIAL WAS MADE, see address list below.
6. Only Producers who are signatory\* to an applicable collective bargaining contract of the Screen Actors Guild are eligible to make contributions to the Screen Actors Guild - Producers Pension and Health Plans on behalf of the eligible Performers employed by such Producers. Any contributions submitted by a non-signatory\* Producer will not be accepted.

I certify that the above-named Employer is signatory\* to such a collective bargaining agreement with the Screen Actors Guild. By signing this agreement, Producer acknowledges that it has accepted and agreed to be bound by the Pension & Health Provisions established by the collective bargaining agreement to which Producer is signatory. I further certify that the information contained herein is correct, and that all compensation subject to contributions earned by Performers in our employ during the period covered has been reported herein.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\* A producer will be considered to be "signatory" if the producer is a party to a collective bargaining agreement with the Screen Actors Guild. or, if the collective bargaining agreement has expired, the producer is obligated by federal law to continue to make such contributions.

NOTE: REPORTS RECEIVED OVER 30 DAYS LATE WILL BE ASSESSED 10% OF THE CONTRIBUTIONS DUE.  
REPORTS RECEIVED OVER 60 DAYS LATE WILL BE ASSESSED 20% OF THE CONTRIBUTIONS DUE.

### SCREEN ACTORS GUILD OFFICES ARE LOCATED AT:

#### ARIZONA

(Also represents Utah)  
1616 E. Indian School Road, Suite 330  
Phoenix, AZ 85016  
(602) 265-2712

#### BOSTON

535 Boylston Street  
Boston, MA 02116  
(617) 262-8001

#### CHICAGO: NORTH REGION OFFICE

One East Erie, #650  
Chicago, IL 60611  
(312) 573-8081

#### DALLAS

15950 N. Dallas Parkway  
Suite 400  
Dallas, TX 75248  
(972) 361-8185

#### DENVER

(Also represents New Mexico)  
Market Square Center  
1400 Sixteenth Street Suite 400  
Denver, CO 80202  
(720) 932-8193

#### DETROIT

27777 Franklin Road Suite 300  
Southfield, MI 48034  
(248) 213-0272

#### GEORGIA

455 E. Paces Ferry Road NE, Suite 334  
Atlanta, GA 30305  
(404) 239-0131

#### HAWAII

949 Kapiolani Blvd. #105  
Honolulu, HI 96814  
(808) 596-0388

#### HOUSTON

2020 N. Loop West #240  
Houston, TX 77018  
(713) 686-4614

#### LAS VEGAS

c/o Los Angeles Office  
5757 Wilshire Boulevard  
Los Angeles, CA 90036  
(323) 954-1600

#### LOS ANGELES

5757 Wilshire Boulevard  
Los Angeles, CA 90036  
(323) 954-1600

#### MIAMI: SOUTH REGION OFFICE

7300 North Kendall Dr., Suite 620  
Miami, FL 33156  
(305) 670-7677

#### CENTRAL FLORIDA

Southhall Center  
101 Southhall Lane, Suite 400  
Maitland, FL 32751  
(407) 788-3020

#### NASHVILLE

(Also represents Kentucky)  
c/o South Region Office  
7300 North Kendall Dr., Suite 620  
Miami, FL 33156  
(305) 670-7677

#### NEW YORK

360 Madison Avenue, 12th Floor  
New York, NY 10017  
(212) 944-1030

#### NORTH CAROLINA

1319 CC Military Cut-off Road #152  
Wilmington, NC 28405  
(910) 256-0852

#### PHILADELPHIA

c/o New York Office  
360 Madison Avenue, 12th Floor  
New York, NY 10017  
(212) 944-1030

#### PORTLAND

c/o West Region Office  
350 Sansome Street, Suite 900  
San Francisco, CA 94104  
(415) 391-7510

#### SAN DIEGO

c/o Los Angeles Office  
5757 Wilshire Boulevard  
Los Angeles, CA 90036  
(323) 954-1600

#### SAN FRANCISCO: WEST REGION OFFICE

350 Sansome Street, Suite 900  
San Francisco, CA 94104  
(415) 391-7510

#### SEATTLE

4000 Aurora Ave N. #102  
Seattle, WA 98103  
(206) 270-0493

#### WASHINGTON DC / BALTIMORE

4340 East West Highway - Suite 204  
Bethesda, MD 20814  
(301) 657-2560

# EXHIBIT C

## SCREEN ACTORS GUILD TV COMMERCIALS CHECK VOUCHER

Performer \_\_\_\_\_ Advertising Agency \_\_\_\_\_

Job Number \_\_\_\_\_ Original Comm'l I.D. \_\_\_\_\_

New I.D. (Permitted edit or footage from original comm'l) \_\_\_\_\_

Advertiser \_\_\_\_\_ Product \_\_\_\_\_

Check Number \_\_\_\_\_ State I.D. No. \_\_\_\_\_

Employer of record for income tax purposes is \_\_\_\_\_

Address of employer of record \_\_\_\_\_

Session Date \_\_\_\_\_ First Air Date \_\_\_\_\_

Use Cycle  
(Start-End Dates)

Cable \_\_\_\_\_ Wildspot \_\_\_\_\_  
 (From Broadcast) \_\_\_\_\_  
 (Produced For) \_\_\_\_\_ Program \_\_\_\_\_

SPOT USE	PROGRAM USE FEE
NY ____   +   NO. OF UNITS	*A ____ B ____ B+NY ____ C ____ \$ _____
CHI ____	*Use Dates & Nos.
LA ____	
FEE \$ _____	

**Check Where Applicable and Complete When Applicable**

Audition \_\_\_\_\_ Date \_\_\_\_\_ \$ \_\_\_\_\_

Re-Take \_\_\_\_\_ Date \_\_\_\_\_ \$ \_\_\_\_\_

Non-Air \_\_\_\_\_ \$ \_\_\_\_\_

Foreign \_\_\_\_\_ \$ \_\_\_\_\_

Internet \_\_\_\_\_ \$ \_\_\_\_\_

Holding Fee 1st Fixed Cycle Starts \_\_\_\_\_  
(Date)

Holding Fee \_\_\_\_\_ Fixed Cycle From \_\_\_\_\_ to \_\_\_\_\_

Expiration of Maximum Period(s) of Use \_\_\_\_\_

Dealer \_\_\_\_\_ A. \_\_\_\_\_

B. \_\_\_\_\_ 6 Mo. From \_\_\_\_\_ to \_\_\_\_\_

1. Upgrade - \_\_\_\_\_ Amount Previously Paid for Cycle \$ \_\_\_\_\_
2. Session Fee Applicable To Use Fee Above \_\_\_\_\_
3. Holding Fee Applicable To Use Fee Above \_\_\_\_\_
4. Wardrobe Fee \$ \_\_\_\_\_ 7. Downgrade \_\_\_\_\_
5. Meal Penalty \$ \_\_\_\_\_ 8. Other \_\_\_\_\_ Other \_\_\_\_\_
6. Late Payment \$ \_\_\_\_\_ Amount \_\_\_\_\_ \$ \_\_\_\_\_

*Other forms containing the above information may be used provided they are first submitted to and approved by the UNION.*



EXHIBIT D

SCREEN ACTORS GUILD

MEMBER-CONTRACTOR STANDARD REPORT FORM  
TELEVISION COMMERCIALS  
OFF CAMERA SINGERS

EMPLOYER: \_\_\_\_\_  
Signature of Employer or Employer Representative: \_\_\_\_\_  
SAG Reporting Member \_\_\_\_\_ Date: \_\_\_\_\_  
SAG Reporting Member's Phone Number: \_\_\_\_\_

KEY TO TYPE OF PERFORMANCE  
SC - Singers Contractor  
SS - Singer Soloist-Duo  
S-3 - Group Singers  
S-6 - Group Singers  
S-9 - Group Singers

The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Producer's signature on this form shall not constitute a verification of the information supplied by performers.  
(1) SEX - Male - M, Female - F  
(2) AGE - 40 & Over = +  
          Under 40 = -  
(3) ETH. - Asian / Pacific - AP  
          Black - B  
          Caucasian - C  
          Latino / Hispanic - LH  
          Native American - NA

Date of Engagement: \_\_\_\_\_ Studio Facility: \_\_\_\_\_ Address: \_\_\_\_\_  
Advertising Agency: \_\_\_\_\_ Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_  
Producer (if other than Agency): \_\_\_\_\_ Tel. No.: \_\_\_\_\_  
Advertiser: \_\_\_\_\_ Product: \_\_\_\_\_ Production Fees to Be Paid By: \_\_\_\_\_  
Type of Commercial: Dealer  Seasonal  Cable  Test Market  Non-Air   
                          Wild Spot  Class A Program  Foreign  Theatrical/Industrial

Performer's Name and Social Security Number	Performer To Initial	Type of Perf.	No. of Com's	Hours Employed		Meal Period	Performer's Total Comp.	CHECK APPROPRIATE COLUMNS												
				Studio Time	Travel Time			From	To	Sex (1)	Age (2)	Ethnicity (3)	Check if Disabled							
Commercial Titles:				From	To	From	To	M	F	+40	-40	A	P	B	C	L	H	N	A	

Group Singers: Multi-tracking or sweetening: Yes  No   
Solo / Duo Multi-tracking: Yes  No   
Sweetening: Yes  # tracks: \_\_\_\_\_ No

The information contained in this Report Form is obtained from the contract or contracts, oral or written, which the undersigned employer has entered into with the members of Screen Actors Guild whose names are listed hereon. This engagement shall be governed by and be subject to the applicable terms of the SAG Commercials Contract. The undersigned certifies that the foregoing information is true.

PINK COPY - EMPLOYER  
YELLOW COPY - MEMBER(S)  
WHITE COPY - MAIL TO SAG

Employer or Representative of Employer





# EXHIBIT E SAG/AFTRA COMMERCIAL AUDITION REPORT

**TO BE COMPLETED BY CASTING DIRECTOR**

(X) WHERE APPLICABLE ON CAMERA <input type="checkbox"/>	PRINCIPAL PERFORMER <input type="checkbox"/> EXTRA PERFORMER <input type="checkbox"/> OFF CAMERA <input type="checkbox"/> TELEVISION <input type="checkbox"/> RADIO <input type="checkbox"/>	AUDITION DATE
INTENDED USE		Person to whom correspondence concerning this form shall be sent: (Name & Phone Number)
CASTING REPRESENTATIVE NAME		ADVERTISER NAME
PRODUCT		PRODUCTION COMPANY

INSTRUCTIONS: Circle the name of principal performer if known.

## \* SPANISH LANGUAGE TRANSLATION SERVICES TO BE COMPLETED BY PERFORMERS

NAME (PRINT)	* SOCIAL SECURITY OR MEMBERSHIP NUMBER	AGENT (PRINT)	ACTUAL CALL	TIME IN	TIME OUT	INITIAL	CIRCLE INTERVIEW NUMBER	SEX (X)			AGE (X)			ETHNICITY (X)			PWD (X)
								M	F		+40	-40	A	B	C	L	
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
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							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										
							1st 2nd 3rd 4th										

The 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.

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Authorized Representative's signature on this form shall not constitute a verification of the information supplied by performers.

Asian/Pacific — AP Latino/Hispanic — L  
 Black — B Native American — NA  
 Caucasian — C Performer with Disability — PWD

Mail top copy to SAG OR AFTRA on the 1st and 15th of each month.  
WHITE-UNION



# EXHIBIT F

## SCREEN ACTORS GUILD

### PERFORMER EXPENSE REPORT

AGENCY NAME \_\_\_\_\_

AGENCY ADDRESS (INCLUDE CITY, STATE, ZIP CODE) \_\_\_\_\_

CLIENT \_\_\_\_\_ PRODUCER \_\_\_\_\_

COMMERCIAL TITLE / I.D. NO. \_\_\_\_\_ SESSION DATE(S) \_\_\_\_\_

**ONLY EXPENSES AUTHORIZED BY THE PRODUCER WILL BE REIMBURSED**

NAME OF PERFORMER (PLEASE PRINT) \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

EXPENSES	SUN	MON	TUES	WED	THUR	FRI	SAT	TOTAL
	/ /	/ /	/ /	/ /	/ /	/ /	/ /	
<b>LODGING (A)</b>								
<b>MEALS (B)</b>								
BREAKFAST								
LUNCH								
DINNER								
<b>TELEPHONE</b>								
<b>TAXIS TO &amp; FROM AIRPORT</b> <small>(INCL. TIP &amp; TOLLS)</small>								
<b>OTHER (C)</b>								
<b>PERSONAL CAR (C)</b>								
MILEAGE								
TOLLS (ATTACH RECEIPTS)								
PARKING (ATTACH RECEIPTS)								
<b>MISC. (C)</b>								
<b>MISC. (C)</b>								
<b>MISC. (C)</b>								

IF RECEIPTS ARE IN FOREIGN CURRENCY, GIVE DOLLAR AND EXCHANGE RATE HERE:	<b>TOTAL EXPENSE</b>	
REMARKS (USE REVERSE SIDE OF THE FORM IF MORE SPACE IS REQUIRED)	<b>LESS ADVANCE</b>	
-----	<b>BALANCE REFUNDED</b>	
-----	<b>BALANCE DUE</b>	

- (A) Include no other charges. Attach paid lodging bill.
- (B) Not entertainment. Include tips, snacks, drinks, etc.
- (C) Explain in "REMARKS." Include receipts.

PERFORMER'S SIGNATURE _____	DATE _____	PRODUCER'S APPROVAL _____	DATE _____
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## EXHIBIT G

For unlisted cable networks or systems, unit weights should be calculated in accordance with Section 35C2. Use of commercials on pay TV systems is not authorized without specific approval by the union.

Ct	<b>CABLE NETWORK SERVICES</b> <i>Sources: Multichannel News, May 2003 &amp; Various Sources</i>	<b>Subscribers</b>	<b>2003 Units</b>
1	A&E Network	85,769,000	245
2	ABC Family	84,679,000	241
3	Action Sports Cable Network	300,000	1
4	American Movie Classics	84,000,000	240
5	America's Store	12,400,077	35
6	Animal Planet	81,600,000	233
7	Arabic Channel, the	1,124,000	3
8	B Mania	2,000,000	5
9	Bay News 9	905,000	2
10	BBC America	35,200,000	100
11	BET On Jazz	10,000,000	28
12	Black Entertainment Television	75,000,000	214
13	Bloomberg Television	27,434,620	78
14	Boomerang	9,100,000	26
15	Bravo	72,236,000	206
16	Cable News Network	86,259,000	246
17	California Channel, The	5,600,000	16
18	Canal Sur	25,000	1
19	Cartoon Network, The	82,669,000	236
20	Celtic Vision	175,713	1
21	Central Florida News 13	700,000	2
22	Chicagoland Television News	1,700,000	4
23	Chinese Communications Channel	750,000	2
24	Chronicle	750,000	2
25	Church Channel, The	11,420,000	32
26	Cine Latino	25,000	1
27	CN8: the Comcast Network	6,800,000	19
28	CNBC	85,680,000	244
29	CNBC World - North America	17,500,000	50
30	CNN en Espanol	2,400,000	6
31	CNN International - North America	1,000,000	2
32	CNNfn	25,000,000	71
33	Comcast Sports Southeast	3,900,000	11
34	Comcast SportsNet	3,000,000	8
35	Comcast SportsNet Mid-Atlantic	5,000,000	14
36	Comedy Central	82,053,000	234
37	Country Music Television	67,100,000	191
38	Court TV	75,300,000	215
39	C-SPAN	86,400,000	246
40	C-SPAN 2	71,100,000	203
41	C-SPAN 3	7,000,000	20
42	Discovery Channel	87,315,000	249
43	Discovery en Espanol	8,000,000	22
44	Discovery HD Theater	800	1
45	Discovery Health Channel	43,200,000	123
46	Discovery Home/Leisure Channel	30,500,000	87
47	Discovery Kids Channel	31,500,000	90

<b>Ct</b>	<b>CABLE NETWORK SERVICES</b> <i>Sources: Multichannel News, May 2003 &amp; Various Sources</i>	<b>Subscribers</b>	<b>2003 Units</b>
48	Discovery Times Channel	30,500,000	87
49	Discovery Wings Channel	31,500,000	90
50	Disney Channel, The	81,363,000	232
51	Do It Yourself	22,000,000	62
52	E! Entertainment Television	80,300,000	229
53	Empire Sports Network	5,200,000	14
54	Enlace	1,000,000	2
55	ESPN	87,000,000	248
56	ESPN Classic	47,000,000	134
57	ESPN Now	2,270,000	6
58	ESPN2	85,000,000	242
59	ESPNews	46,749,000	133
60	EWTN	51,900,000	148
61	FamilyNet	38,159,428	109
62	Fine Living	14,000,000	40
63	Florida's News Channel	1,000,000	2
64	Food Network	78,398,000	223
65	Fox Movie Channel	43,500,000	124
66	Fox Net	2,022,466	5
67	Fox News Channel	89,000,000	254
68	Fox Sports Arizona	2,000,000	5
69	Fox Sports Bay Area	3,220,000	9
70	Fox Sports Chicago	3,600,000	10
71	Fox Sports Cincinnati	1,623,819	4
72	Fox Sports Detroit	2,320,856	6
73	Fox Sports en Espanol	5,000,000	14
74	Fox Sports Florida	4,000,000	11
75	Fox Sports Midwest	3,500,000	10
76	Fox Sports Net	82,000,000	234
77	Fox Sports New England	3,825,000	10
78	Fox Sports New York	6,302,741	18
79	Fox Sports North	2,900,000	8
80	Fox Sports Northwest	2,500,000	7
81	Fox Sports Ohio	4,500,000	12
82	Fox Sports Pittsburgh	3,600,000	10
83	Fox Sports Rocky Mountain	3,144,498	8
84	Fox Sports South	10,400,000	29
85	Fox Sports Southwest	6,900,000	19
86	Fox Sports West	5,000,000	14
87	Fox Sports West2	3,000,000	8
88	Fox Sports World	18,000,000	51
89	Fuse	31,248,000	89
90	FX	79,600,000	227
91	G4	11,000,000	31
92	Game Show Network	51,273,000	146
93	Golf Channel, The	54,840,000	156
94	Goodlife Television Network	9,700,000	27
95	Gospel Music Television	10,800,000	30
96	Great American Country	24,369,000	69
97	Hallmark Channel	51,808,000	148
98	Headline News	83,737,000	239

<b>Ct</b>	<b>CABLE NETWORK SERVICES</b> <i>Sources: Multichannel News, May 2003 &amp; Various Sources</i>	<b>Subscribers</b>	<b>2003 Units</b>
99	Health Network, The	30,300,000	86
100	History Channel, The	83,200,000	237
101	Home & Garden TV Network	80,407,000	229
102	Home Shopping Network	80,000,000	228
103	Horse Racing TV	1,287,000	3
104	HTV	1,124,000	3
105	Independent Film Channel	26,200,000	74
106	Inspirational Life	5,000,000	14
107	Inspirational Network, The	20,000,000	57
108	International Channel	12,500,000	35
109	JCTV	2,500,000	7
110	La Familia Network	150,000	1
111	Latin TV	25,000	1
112	Learning Channel, The	85,550,000	244
113	Lifetime	86,021,000	245
114	Lifetime Movie Network	37,000,000	105
115	Lifetime Real Women	4,000,000	11
116	Madison Square Garden	8,316,741	23
117	MBC	24,400,000	69
118	Metro Channels	2,400,000	6
119	MSNBC	80,132,000	228
120	MTV	84,700,000	242
121	MTV 2	48,300,000	138
122	MTV Latin America	8,000,000	22
123	MTV S	217,203	1
124	MuchMoreMusic (Canada)	3,500,000	10
125	MuchMusic Network (Canada)	7,000,000	20
126	Mun2 Television	3,300,000	9
127	National Geographic Channel	43,100,000	123
128	NBA TV	18,500,000	52
129	New England Cable News	2,501,955	7
130	New England Sports Network	3,600,000	10
131	New York 1 News	1,965,000	5
132	News 12 Connecticut	204,596	1
133	News 12 Long Island	750,000	2
134	News 12 New Jersey	1,721,536	4
135	News 12 The Bronx	250,000	1
136	News 12 Westchester	320,000	1
137	News 8 Austin	300,000	1
138	NewsChannel 8	1,159,284	3
139	Newsworld International	17,987,000	51
140	NFL Network	11,560,000	33
141	Nickelodeon Games & Sports	16,000,000	45
142	Nickelodeon/Nick at Nite	85,800,000	245
143	Noggin/The N	33,700,000	96
144	NorthWest Cable News	2,367,482	6
145	Oasis TV	1,650,000	4
146	Odyssey	28,322,181	80
147	Ohio News Network	1,300,000	3
148	Outdoor Channel, The	25,693,000	73
149	Outdoor Life	51,711,000	147



<b>Ct</b>	<b>CABLE NETWORK SERVICES</b> <i>Sources: Multichannel News, May 2003 &amp; Various Sources</i>	<b>Subscribers</b>	<b>2003 Units</b>
150	Ovation	7,100,000	20
151	Oxygen	47,000,000	134
152	Pennsylvania Cable Network	2,865,000	8
153	Pittsburgh Cable News Channel	800,000	2
154	Product Information Network	35,400,000	101
155	Puma TV	2,270,000	6
156	QVC	85,336,000	243
157	Rarities Exchange	105,000	1
158	Recovery Network	14,538,000	41
159	Research Channel	9,000,000	25
160	Sci Fi Channel, The	79,887,000	228
161	Science Channel, The	31,500,000	90
162	Shop At Home	72,000,000	205
163	Shop NBC	52,000,000	148
164	Six News New	200,000	1
165	Sneak Prevue	38,000,000	108
166	SoapNet	30,735,000	87
167	Sorpresa	500,000	1
168	Speed Channel	57,400,000	164
169	Spike TV (formerly TNN -The Nashville Network)	85,500,000	244
170	Style	30,500,000	87
171	Sunshine Network	5,700,000	16
172	TBS Superstation	87,629,000	250
173	Tech TV	40,000,000	114
174	Television Games Network	11,000,000	31
175	Tennis Channel, The	300,000	1
176	Texas Cable News	600,000	1
177	TNT	86,205,000	246
178	Toon Disney	39,022,000	111
179	Travel Channel, The	70,800,000	202
180	Trinity Broadcasting Network	80,783,000	230
181	Trio	18,494,000	52
182	Turner Classic Movies	64,055,000	183
183	Turner South	6,000,000	17
184	TV Chile	25,000	1
185	TV Guide Channel	70,000,000	200
186	TV Guide Interactive	11,000,000	31
187	TV Land	78,410,000	224
188	USA Network	86,096,000	245
189	VH1	83,600,000	238
190	VH1 Classic	20,000,000	57
191	Video Rola	200,000	1
192	WE: Women's Entertainment	52,000,000	148
193	Weather Channel, The	98,600,000	281
194	WGN	56,626,758	161
195	Wisdom TV	6,142,000	17
196	Women's Television Network (Canada)	6,168,089	17
197	Word Network, The	30,000,000	85
198	YES	1,500,000	4

# EXHIBIT H

## Safety Bulletin #33

### Special Safety Considerations When Employing Infant Actors (15 days to six months old)

This bulletin addresses special safety considerations regarding the employment of infant actors in motion picture and television production.

1. Hands should be washed before and after handling infants and after changing diapers.
2. Applicable laws and regulations pertaining to tobacco smoke must be followed.
3. When using special effects smokes the producer should take steps to prevent exposure of the infant to the smoke. You should also consult Safety Bulletin #10 *GUIDELINES REGARDING THE USE OF ARTIFICIALLY CREATED SMOKES, FOGS AND LIGHTING EFFECTS*.
4. With regard to an infant whose employment is governed by California Laws, the responsibility for caring and attending to the infant's health and safety is as follows:

#### Studio Teacher:

"In the discharge of these responsibilities, the studio teacher shall take cognizance of such factors as working conditions, physical surroundings, signs of the minor's mental and physical fatigue, and the demands placed upon the minor.... The studio teacher may refuse to allow the engagement of a minor on a set or location and may remove the minor therefrom, if in the judgement of the studio teacher, conditions are such as to present a danger to the health, safety or morals of the minor."

(8 CCR § 11755.2)

#### Nurse:

"Direct and indirect patient care services that insure the safety, comfort, personal hygiene, and protection of patients and the performance of disease prevention."

(2BPC § 2725 (a))

For infants subject to laws other than California's, an appropriate person should be designated responsible for that infant's health and safety. That person should make the determination as to whether or not a hazard exists and take appropriate action as described in this paragraph.

5. If unsafe conditions are suspected by the Studio Teacher or nurse, a studio safety professional, if available, should be called for consultation, as required by the production's *Injury and Illness Prevention Program*.
6. Trailer holding tanks should not be pumped while the infant is present or immediately prior to the infant's arrival. The trailer should be well ventilated prior to the arrival of the infant.
7. When substances are used for altering an infant's appearance, provisions should be made for bathing the infant.
8. Foods which commonly cause allergic reactions should not be used to alter the appearance of the infant's skin, unless their use is specifically approved by a medical doctor. These foods include, but are not limited to: raspberry and strawberry jams, jellies and preserves.

Consumer products including glycerin, lubricating jellies, and cosmetics should not be used to alter an infant's appearance. Permission should be obtained from the parent or guardian prior to applying any substance to the infant's skin.

9. Once wardrobe and props have been issued by the production for use on/with an infant, the wardrobe and props should not be reissued for another infant without laundering wardrobe and disinfecting props.

10. Infant accessories provided by the production, such as bassinets, cribs and changing tables, should be sanitized at the time of delivery to the set, and on a regular basis. Infant accessories should not be exchanged from one infant to another without first having been sanitized. (Bottles, nipples and pacifiers should not be exchanged between infants.)

Note: All production personnel working with infants are urged to review the “Blue Book”, entitled “The Employment of Minors in the Entertainment Industry”, published by the Studio Teachers, Local 884, IATSE. Reference should also be made to the extensive federal and state labor laws and to any applicable collective bargaining agreements which govern the employment of child actors.

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