

2019 SAG-AFTRA CORPORATE/EDUCATIONAL & NON-BROADCAST CONTRACT
MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“MOA”) made by and between SAG-AFTRA (“SAG-AFTRA” or the “Union”) and Producers Group, Ltd. (“PG”) on this 18th day of February, 2020. This MOA sets forth the agreed upon revisions to the 2015 Corporate/Educational & Non-Broadcast Contract based upon the agreements exchanged by the Union and PG on November 7, 2019.

1. Add the following as a new subsection 2 to Section 5.C, Categories: Category I:

A Producer shall consider in good faith a request from a performer to remove from public view a Category I program that has been in use for more than 10 years.

2. Amend the first sentence of Section 5.D.4, Categories: Category II as follows:

A three (3) year use limitation, **which begins with the earlier of first use or 90-days following the first production day**, applies to all Category II programs, with the exception of Audio Programs (Section 7.F.) which allow use in perpetuity.

3. Add the following as a new subsection 5 to Section 5.D. Categories: Category II:

A Company may post videos in an archive on a company owned website beyond the 3-year use period without additional payment to the performer, provided that the Company agrees to remove the program upon the request of any performer utilized in it. The parties understand that “archival use” means that the availability of the program has not been promoted, that the program has been made available in a format that cannot be downloaded and that there can be no active links to the program.

4. Amend and restructure Section 6.C, Waivers: Waivers as to Certain Non-Professional Persons as follows

- 1. Employees, Trade Specialists, Customers, Members of the Public and Crew**

SAG-AFTRA waives the application of this Agreement to:

- a) Officers of companies for which the Producer is making corporate/educational/non-broadcast programs, workers in factories, farmers, trade specialists, **experts in the field**, and persons in like capacities. This also applies to permanent employees of the companies, who are regularly employed, and are not by profession entertainers, and who do not engage in entertainment or motion picture work regularly. Subject to the same qualifications, this would apply to members of fraternal organizations such as, for example, the Elks. ~~Producer agrees to supply SAG-AFTRA with full information about the working of this paragraph from time to time to see it is not being abused.~~
 - b) **The Union recognizes there are particular scenarios where the creative for a program necessitates the use of non-professionals/members of the public who**

are otherwise not exempt from coverage under their Contract pursuant to subsection a) above. The union will in good faith consider granting waivers in a timely manner for the use of non-professionals who are not scripted or cast, and are not by profession entertainers and do not engage in entertainment or motion picture work regularly, such as beneficiaries of a non-profit organization.

- c) Crew members seen or heard in Behind-The-Scenes footage shot on a SAG-AFTRA commercial set, provided that the crew members are engaged in performing their ordinary responsibilities and are not scripted or storyboarded.

Producer agrees to supply SAG-AFTRA with full information about the working of this paragraph from time to time to see it not being abused.

5. Amend Section 7, Minimum Compensation, Fees Per Program to reflect that except as otherwise provided herein, effective December 1, 2019, all compensation for all performers shall increase by 3%. Effective May 1, 2021, there will be an additional 3% increase for all compensation for all performers.

6. Amend Section 8.A., AFTRA Health & Retirement Funds as follows:

A. Contributions

With respect to services performed under this Agreement (including all services such as rehearsal performed in connection therewith), the Producer shall pay to the American Federation of Television and Radio Artists Health and Retirement Funds (hereinafter referred to as the AFTRA Health and Retirement Funds) SAG-AFTRA Health Plan and the AFTRA Retirement Fund, and the AFTRA Industry Cooperative Fund (“AICF”) Industry Advancement and Cooperative Fund (“IACF”), a sum equal to ~~sixteen one-hundredths (.16)~~ seventeen and twenty-five one hundredths (17.25%) of the gross compensation due each Performer for such services. The Producer’s obligation to pay such sum shall apply to the Performer’s gross compensation, including talent agent’s commission (it being understood that nothing in this Agreement shall be construed as requiring Producer to pay a talent agent’s commission), without any deductions whatsoever, whether pursuant to oral or written contracts. The Parties agree that:

1. ~~Fifteen and seventy one hundredths percent (15.70%)~~ Sixteen and ninety-five one-hundredths percent (16.95%) of such contributions shall be allocation to the SAG-AFTRA Health Plan and AFTRA Retirement Fund; and
2. Thirty one-hundredths percent (0.30%) shall be allocated to the AICF IACF.

The aforesaid sum, earmarked in Section 8.A.1. above, shall be used solely:

- a) For the purpose of providing pension benefits for eligible Performers under this Agreement;
- b) For the purpose of providing welfare benefits for eligible Performers under

this Agreement, and at the discretion of the Trustees, for their families; and

- c) For the incidental expenses connected with the establishment and administration of the SAG-AFTRA Health Plan and AFTRA Retirement Funds.

The aforesaid sum may also be used to provide occupational disability benefits to Performers who suffer disability arising out of or in the course of employment in rendering services within the jurisdiction of SAG-AFTRA. The Trustees ~~of the AFTRA Health and Retirement Funds~~ SAG-AFTRA Health Plan and AFTRA Retirement Fund are directed to continue such benefits to Performers, whether or not eligible for other benefits of the SAG-AFTRA Health Plan and AFTRA Retirement Funds, so long as the Trustees determine in their discretion that such benefits can be provided to such Performers without impairing the financial capacity of the SAG-AFTRA Health Plan and AFTRA Retirement Funds to continue or expand the existing plan of benefits.

The ~~AICF~~ IACF proceeds are earmarked for the administration of programs intended to benefit Performers and to increase awareness of the provisions of the Agreement.

If a performer is working under a Multi-Service Agreement that includes services covered under either or both of the Commercials Contracts, the contribution rate will be the applicable Commercials Contract contribution rate. In the event, however, that a performer is working under a Multi-Service Agreement that does not include or contemplate Commercials Contracts services, but services covered by the Commercials Contracts are nevertheless rendered and those services are of minor value relative to the services covered by the Corporate/Educational & Non-Broadcast Contract, then the Corporate/Educational & Non-Broadcast Contract contribution rate shall apply.

Effective November 1, 2019, Producer shall not be obligated to make contributions on gross compensation in excess of \$250,000 paid to any performer for any individual program. With respect, however, to multi-service agreements that include services covered under the Commercials Contract, there shall be no cap effective under the Corporate/Educational & Non-Broadcast Agreement.

- 7. Add the following new subsection K to Section 14, Policy of Non-Discrimination and Affirmative :

The Union and Producer (the “Parties”) agree that everyone should be able to work free of harassment or violence. The Parties further agree to work cooperatively with each other so that the principles of this Section 14 are honored.

- a) **Producer is committed to maintaining a working environment that is free from unlawful harassment or violence. In addition, Producer is committed to**

protecting employees from retaliation for making claims of harassment. To that end, Producer and employees shall comply with all applicable obligations pursuant to such laws and regulations and Producer's applicable policies.

- b) When an employee believes that this Section 14 has been breached, such employee should immediately inform Producer or its designated representative. Should the employee request the assistance of the Union, the Union will refer the complainant to Producer's applicable policies and encourage the complainant to notify Producer. When authorized by the complainant, the Union representatives shall immediately make the complaint known to designated representative of Producer.
- c) Producer shall investigate the complaint promptly in accordance with its policies. The Parties agree that all employees potentially involved in such claim will cooperate fully in the investigation by Producer. Upon conclusion of the investigation, Producer will take appropriate action as is warranted.
- d) The Parties acknowledge the sensitive nature of these types of complaints and shall make reasonable efforts to maintain confidentiality as appropriate.
- e) Unlawful retaliation or reprisals against any employee who, in good faith, raises a bona fide complaint or participates in an investigation pursuant to this Section 14 will not be tolerated.
- f) The matters covered in this Section 14 are not subject to the provisions of Section 59, Arbitration. Producer and any employee are permitted to negotiate that any matters covered in this Section 14 may be subject to arbitration pursuant to a personal services agreement to the extent permitted by law.

8. Add the following as subsection N to Section 15, Casting and Auditions:

Producer shall ensure that no auditions, fittings or meetings are conducted in private hotel rooms or residences where the performer is alone with representatives of productions. If there is no reasonable alternative forum for such a meeting, performers shall be entitled to attend the meeting with a second individual of their choosing who shall be allowed to maintain physical access to the performer at all times during the meeting.

9. Add clarifying examples "(e.g. editing, camera work)" to the following sections: 15.J, 16, and 19.A.7.

10. Add the following to the end of Section 19.A.6, Nudity:

Upon conclusion of the SAG-AFTRA Codified Basic Agreement and Television Contract negotiations, the parties will discuss applicability of any agreed upon terms regarding Nudity to the Corporate/Educational & Non-Broadcast Contract.

11. Add the following as new subsection A.1. to Section 30 Rest Period/Breaks and renumber subsequent subsections accordingly:

Rest Breaks - All Principal Performers shall have at least five (5) minutes rest during each hour of actual rehearsal and shooting; but if the scene being rehearsed or shot is of a continuing nature, such rest period may be accumulated to be not less than ten (10) minutes during each two (2) hours of such continuing rehearsal or shooting period. If any provision of this section is inconsistent with any other labor law or regulation in the applicable state or other jurisdiction, the more favorable term shall govern. See Section 42.4. for Dancers and Section 43.B. for Singers.

Add the following as final paragraph to Section 30.B, Background:

If any provision of this section is inconsistent with any other labor law or regulation in the applicable state or other jurisdiction, the more favorable term shall govern.

12. Add the following to clarify Section 31.A.4, Location Premium:

Weekly performers engaged for a six (6) day overnight location work week shall receive an additional four (4) hours at straight time to increase the total available work week to forty-four (44) hours, whether fully worked or not. **All hours on the 6th day after the 44th hour are paid at time and one-half hours.**

13. Remove current language of Section 35.A.,2, Wardrobe Allowance; Principal Performer – Allowance and replace with:

Producer may ask for one wardrobe change to be provided by Principal Performer and if worn, an allowance of \$29.00 (black tie)/\$19.00 (regular wardrobe) for each two (2) days shall be due. If more than one wardrobe change is required to be furnished by performer, an allowance of \$29.00 (black tie)/\$19.00 (regular wardrobe) for each two (2) days per outfit shall be due whether worn or not.

14. Amend Section 57, Term of Agreement to reflect the three year term commencing on November 1, 2019 and continuing to, and including October 31, 2022.

15. MULTI-SERVICE CONTRACT ALLOCATIONS

Amend the first paragraph of Section 8(G) as follows:

With respect to any agreement for the services of a Performer (f/s/o agreement), including

services covered by the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract, to be furnished by a "loan-out company" (i.e., a corporation which is controlled by the Performer and which furnishes Performer's services to others under an f/s/o agreement), **or any other contract with a principal performer under which covered services and non-covered services are to be provided**, payments into the AFTRA **Retirement Fund and SAG-AFTRA Health Plans** ~~Health and Retirement Funds~~ (hereinafter "contributions") shall be governed by the following:

Amend Section 8(G)(2) as follows:

~~"If other than SAG-AFTRA covered~~ **services that are not covered by the Corporate/Educational & Non-Broadcast Contract** are involved and an amount is allocated to such other services, **there will be a separate provision in principal performer's agreement or loan-out agreement allocating that portion of the performer's compensation between services covered by the Corporate/Educational & Non-Broadcast Contract ("covered services") and all other services ("non-covered services") . Such allocations must be stated in the agreement as either a flat amount or a percentage of the total compensation.** The Producer shall notify SAG-AFTRA of the amount allocated to the ~~SAG-AFTRA covered services~~. If SAG-AFTRA disputes the amount allocated to the ~~SAG-AFTRA covered services~~ the parties will discuss what the appropriate allocation of such compensation shall be, giving substantial consideration in resolving the dispute to the Performer's "customary salary." If, after such discussions, SAG-AFTRA does not agree on the appropriate allocation, then either party may submit the matter, as it relates to ~~Health and Retirement~~ **AFTRA Retirement Fund and SAG-AFTRA Health Plan** contributions, only, to arbitration in accordance with the provisions of **Section 59(I) of this Corporate/Educational & Non-Broadcast Contract.** **The arbitrator shall also consider the weighting of services between covered and non-covered services, and may also consider any other evidence submitted by the parties that the arbitrator deems to be probative.**

Amend Section 8(G) by adding a new subsection 3 as follows and renumbering the remaining sections accordingly:

With respect to such allocations, the Corporate/Educational & Non-Broadcast Contract Allocation Guidelines, attached hereto as Exhibit 5, have been agreed upon between the Union and the Producer to provide non-binding guidance in determining such allocations (the "Allocation Guidelines"). Producer shall designate multi-service contract status on the Remittance Reports filed with the AFTRA Retirement Fund and SAG-AFTRA Health Plan when contributions are tendered in connection with services related to a multi- service agreement. Producer agrees to provide unredacted copies of all contracts relating to services provided under such multi-service agreements to the Union and to

the AFTRA Retirement Fund and SAG-AFTRA Health Plan at the time of submission of initial contribution reports to the AFTRA Retirement Fund and SAG-AFTRA Health Plan or, should Producer fail to do so, Producer agrees to provide such unredacted copies upon the Union's or the Fund's written request. As a condition of providing any copies of contracts, Producer may require that either or both the Union and the Funds execute a confidentiality agreement substantially in the form attached hereto as Exhibit 6.

Amend Section 8(G)(6) as follows:

"Claims against the Producer for **AFTRA Retirement Fund and/or SAG-AFTRA Health Plan** ~~Health and Retirement~~ contributions on behalf of Performers borrowed from a loan-out company, or claims against the Producer on behalf of Performers employed directly by the Producer, must be brought within four (4) years from the date of filing of the compensation remittance report covering such Performers. Any claim for contributions not brought within the four (4) year period referred to in paragraph 8.G.5. above shall be barred.

Amend Exhibit 2, Remittance Report, to allow Producer to designate multi-service contract status.

Add a new Exhibit 5 as follows:

EXHIBIT 5
Corporate/Educational & Non-Broadcast Contract
ALLOCATION GUIDELINES

These Guidelines are intended to assist Producers and Performers in determining appropriate allocations between covered and non-covered services as required pursuant to Section 8(G) of the Corporate/Educational & Non-Broadcast Contract.

These Guidelines provide an important indication to Producers regarding those situations in which contributions to the AFTRA Retirement Fund and SAG-AFTRA Health Plan may be considered by SAG-AFTRA to be inadequate. In those situations, Producers will therefore have an opportunity to bring to SAG-AFTRA's attention circumstances that a Producer believes warrants different contribution levels. In making the allocation, if a Producer believes that the application of these Guidelines is inappropriate in a particular situation, or has questions about the application or appropriateness of the Guidelines in a particular situation, the Producer may bring those concerns to the attention of SAG- AFTRA and Producers Group, Ltd. In particular in the case of music tour contracts, or race car driver endorsement contracts meriting special consideration, Producers may wish to contact SAG-AFTRA and Producers Group, Ltd.

Provided a Producer allocates in accordance with the following Guidelines, such allocation shall be rebuttably presumed to be proper in any proceeding brought to challenge such allocation under Section 59(l) of the Corporate/Educational & Non- Broadcast Contract. These Guidelines are also subject to the provisions of Section 8(G) of this Corporate/Educational & Non-Broadcast Contract.

- A. 100% of contract amount is reportable where compensation paid is solely for covered services.
- B. A 50% allocation for a multi-service contract where a performer's services covered under the Corporate/Educational & Non-Broadcast Contract are involved with non-covered services. This allocation also applies where no programs covered under the Corporate Educational & Non-Broadcast Contract are produced or used in a given period but the Producer has a right to do so. Notwithstanding the foregoing, in the event the performer's principal source of income in the entertainment industry is derived from modeling services, the allocation may be 40% for such contracts.
- C. In lieu of any other allocations provided herein, 20% allocation for a multi-service contract of currently active or inactive athletes who endorse a product/brand with which they are strongly associated and who generally wear the corporate logo/image on their clothes or equipment or who have product lines or other collateral merchandise associated with their endorsement. This allocation does not apply to athletes promoting products that are unrelated to their sport. Guideline B would be applicable in those cases.
- D. In lieu of any other allocations provided herein, 40% allocation for programs used exclusively outside the United States.
- E. In lieu of any other allocations provided herein, 40% allocation for a performer in a program that promotes products or product lines which the performer has had an active role in developing and features the performer's name or image in the product, product line, or collateral merchandise.
- F. In lieu of any allocations provided herein, where compensation is comprised, in part, of royalties or stock, 40% of any upfront non-refundable guarantee to performers appearing in programs for products or product lines, where performers have a financial interest in the sale of products or product lines, and other non-covered services are involved.
- G. Where multi-service contracts include services covered by both the Corporate/Educational & Non-Broadcast Contract and either or both of the SAG-

AFTRA Commercials Contract and/or SAG-AFTRA Audio Commercials Contract (collectively, "Commercials Contracts"), the allocation provisions in the Commercials Contracts shall apply and the allocations to services covered by the Corporate/Educational & Non-Broadcast Contract shall be as determined pursuant to the applicable provisions of the Commercials Contracts."

Amend Section 59, "Arbitration" to add a new Paragraph I as follows:

"I. Special Procedures for Allocation Disputes

Prior to filing any arbitration pursuant to Section 8(G)(2) hereof, a request to meet and confer must first be made to facilitate conciliation of the dispute. Such meet and confer must commence and conclude within a reasonable period of time after the request. A demand for arbitration may be filed upon the completion of the meet and confer or after 30 calendar days following the request to meet and confer, whichever first occurs. In the event of an arbitration filed pursuant to Section 8(G)(2) hereof, the Union and the Producers waive their rights to a hearing and agree to submit the grievance to the arbitrator on written submissions.

Each party shall file its initial written submission within 10 days following designation of the arbitrator, each party providing a copy of its initial written submission to the other party within 3 days following submission to the arbitrator. Such submission will include the amount of the allocation to covered services the submitting party believes to be appropriate and such other facts and evidence that support the position of the submitting party. Each party shall thereafter have the right but not the obligation, to file a reply to the other party's initial written submission within 5 days of its receipt of the other party's initial written submission.

Upon the request of either party, the arbitrator may extend the time limitations of this subsection I at their discretion. Unless further written materials are requested by the arbitrator, no further submissions shall be permitted. Except as otherwise provided by this subsection I, such arbitration will be conducted in accordance with the provisions of this Section 59 and, to the extent not inconsistent, the Labor Arbitration Rules of the American Arbitration Association. With the exception of cases involving fraud or undisclosed conflict of interest, no proceeding to vacate an arbitration award issued pursuant to this subsection I shall be permitted.

Any decision of an arbitrator hereunder 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. The Union shall provide copies of all arbitration awards rendered under the Section I to Producers Group, Ltd. as follows: 713 S. Pacific Coast Highway, Suite B, Redondo Beach, CA 90277-4233.

Add the following as Exhibit 6:

EXHIBIT 6

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into by and between _____ (the “Company”), on the one hand, and _____ (“Auditors”) and the AFTRA Retirement Fund and SAG-AFTRA Health Plan (“the Funds”), on the other hand, with respect to Auditor’s payroll compliance review of the Company’s books and records on behalf of the Funds for the period _____, through _____.

As a condition of Company making its books and records available to the Auditors for the purposes of the Audit, the Auditors and the Funds hereby agree to treat confidentially and limit access to all information contained therein and otherwise furnished by Company in connection with the Audit. The Auditors and the Funds further agree to treat confidentially and limit access as described below, to any and all documents, records, analyses, compilations, studies, reports, and other materials prepared by the Auditors in whole or in part from the information furnished by Company in connection with the Audit or which contain, mention, or reflect any such information.

The Auditors and the Funds agree that such information and materials shall not be disclosed to any party except: (i) to the Auditors and the Funds, and SAG-AFTRA, their respective directors, officers, agents, employees, and attorneys in their capacities such as, on a need-to-know basis only, solely in connection with the Audit, provided that the foregoing parties shall be bound by the provisions hereof; (ii) to the extent necessary to comply with law or legal process, in which event Company shall receive sufficient advance written notice of such proposed disclosure so as to object and/or request that the information or materials receive confidential treatment, and the Auditors and the Funds shall use reasonable efforts to ensure confidential treatment of the information or materials subject to disclosure; and (iii) in any action by the Funds arising out of the Audit, provided Company is given advance notice by the Funds of their intent to offer such information or materials in such action and the opportunity to object and/or request that the information or materials receive confidential treatment.

The Auditors and the Funds acknowledge that Company may be entitled to injunctive and other equitable relief, in addition to any and all legal remedies, in the event of a breach or threatened breach of this Agreement.

The Auditors and the Funds agree to inform each of its respective employees, agents, or other

representatives conducting or otherwise connected with the Audit of the foregoing requirements and to take reasonable steps to obtain their compliance with the terms hereof.

This Agreement shall not be construed as establishing any precedent with respect to any requirement for confidentiality agreements in any future audit. The Funds hereby expressly reserve their position that a confidentiality agreement is not a precondition for access to records under the applicable collective bargaining agreement. Company hereby expressly reserves its position that a confidentiality agreement is a precondition for access to records under the applicable collective bargaining agreement.

IN WITNESS THEREOF, this Confidentiality Agreement has been executed and delivered by the individual parties hereto in their respective names by their duly authorized officers or Representatives.

By: _____

By: _____

Name/Title

Name/Title

Company

Company

16. Add New Exhibit 7

EXHIBIT 7

November 1, 2019

Mr. Lee Gluckman
Producers Group, LTD
713 S. Pacific Coast Highway, Suite B
Redondo Beach, CA 90277-4233

RE: Digital Manipulation of Soundtrack and/or Image

During the 2019 Corporate/Educational & Non-Broadcast Contract negotiations, the parties discussed the advent of technologies that allow the digital manipulation of voices and images to produce new performances. The Union voiced its concerns that these technologies could be used to cause performers to speak lines that they did not in fact speak during the actual performance and/or engage in actions that they did not in fact engage in during the actual performance.

As a result of the discussion, the parties agreed that when a performer is engaged to work under the Corporate/Educational & Non-Broadcast Contract, they are not agreeing to allow their audio and/or visual performance to be used as the input for constructing a digitally-generated performance. The parties also understand, however, that performances have been edited and may continue to be edited as they traditionally have been by, for example, reordering soundtrack and/or photography; adjusting timing, speed, pitch and volume; and correcting minor errors in delivery that do not substantially change the performance. Digital manipulation that causes performers to deliver lines and/or engage in actions outside of what the performer actually performed, however, are not within the scope of services to which the performer has agreed when engaged under this Corporate/Educational & Non-Broadcast Contract.

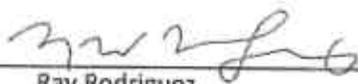
In the event that Producer wishes to engage a performer in order to digitally manipulate the resulting image and soundtrack to generate a new or substantially modified performance, the Producer should contact the Union and the Union and the Producer will negotiate in good faith for appropriate terms to cover those services. The parties also agree that this is an evolving area that should be the subject of ongoing dialogue and consideration by the parties.

Very Truly Yours,

ACCEPTED and AGREED

SAG-AFTRA, INC.

By:


Ray Rodriguez
Chief Contracts Officer

By:


Lee Gluckman
Producers Group, LTD

Except as modified herein, all terms and conditions set forth in the 2015 Corporate/Educational & Non-Broadcast Contract remain unchanged.

Producers Group, Ltd

SAG-AFTRA


Lee Gluckman
Chief Negotiator


Ray Rodriguez
Chief Contracts Officer

Date:

2/18/20

Date:

2/18/20



CORPORATE/EDUCATIONAL & NON-BROADCAST CONTRACT

Standard Employment Contract

Artist Cannot Waive Any Portion of the Union Contract Without Prior Consent of SAG-AFTRA

This Agreement made this ___ day of ___, 20__

between ___ (Signatory Producer) and ___ (Performer).

1. SERVICES: Producer engages Performer and Performer agrees to perform services portraying the role of ___ in a program tentatively entitled ___ on behalf of ___ (Client). Services to be performed in (please indicate City and State): ___

2. CATEGORY: Indicate the initial, primary use of the program. 3. NUMBER OF CLIENTS: Indicate the number of clients for which program will be used.
[] Category I (Educational/Training) [] Category II (Includes Category I) [] Single Client [] Multiple Clients

4. TERM: Continuous period commencing ___ 20__ and continuing until completion of the role.

EXCEPTION (Day Performers only) - May be dismissed and recalled (without payment for intervening period) provided Performer is given a firm recall date at time of engagement. If applicable, Performer's firm recall date is: ___ 20__

5. COMPENSATION: Producer employs Performer as: [] On-Camera [] Off-Camera [] On-Camera Narrator/Spokesperson

- [] Day Performer [] 1/2 Day Performer (restricted term) [] Singer Solo/Duo [] General Background Actor
[] 3-Day Performer [] Dancer, Solo/Duo [] Singer, Group [] Special Ability Background Actor
[] Weekly Performer [] Dancer, Group [] Singer, Step Out [] Silent Bit Background Actor

At the salary of: On-Camera \$ ___ per [] Day [] 3-Days [] Week
Off-Camera \$ ___ for first hour, \$ ___ for each additional half-hour.

PRODUCER MUST MAIL PAYMENT NOT LATER THAN THIRTY (30) CALENDAR DAYS FOLLOWING THE DAY(S) OF EMPLOYMENT.

6. WEEKLY CONVERSION RATE: See Section 19.B.5 of the Agreement for details [Day Performers or 3-Day Performers only].

The Performer's weekly conversion rate is: \$ ___ per week.

7. PAYMENT ADDRESS: Performer's payment shall be sent to:

[] Performer at W4 address: [] OR Sent c/o: ___ Attn: ___

(Upon SAG-AFTRA's request, performer's payment shall be sent to the appropriate SAG-AFTRA office in the city nearest recording site.)

8. ADDITIONAL COMPENSATION FOR SUPPLEMENTAL USE: Producer may acquire the following supplemental use rights by the payment of the indicated amounts. (Check appropriate items below.) See Section 9 of Agreement for details of payment.

Table with columns: Group Dancers: Supplemental Use for group dancers is capped. See Section 9.B.1.c. of the Contract for payment provisions. % of Total Applicable Salary when paid, Within 90 Days of Session, Beyond 90 Days of Session. Rows include Category II use, Basic Cable Television, Non-Network Television, Theatrical Exhibition, Foreign Television, Safe and/or Rental, Integration, Package rights, Network Television, Pay Cable Television, Audio Only Programs, Safe or Rental to General Public, Programs for Government Service.

9. WARDROBE FURNISHED BY PERFORMER - Fee covers use of wardrobe for: PRINCIPAL - 2 days; EXTRA - 1 day.

PRINCIPAL: If required to bring one change and wears it, pay fee; if not worn, no fee is due. If required to bring more than one change, pay fee for each change even if not worn. EXTRA: Pay fee for each change Extra is required to bring.

Minimum Fees: Day Wear (Principal)/1st Change (Extra): ___x\$19 = \$___; 2nd + Change (Extras Only): ___x \$6 = \$___; Black Tie/Specialty: ___x \$29 = \$___

10. Special Provisions:

Empty box for special provisions.

11. GENERAL: All terms and conditions of the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract shall be applicable to such employment.

Producer: ___ Signature Performer: ___ Signature - (if minor, Parent's or Guardian's signature)

By: ___ Soc. Security # ___ Phone: ___

Address: ___ Address: ___

Email / Phone #: ___ Email (Optional): ___

Handwritten signature and date: 2/18/20