

**SCREEN ACTORS GUILD  
2006-2008 NEVADA LIMITED LETTER  
OF ADHERENCE FOR COMMERCIALS**

**I. TERM**

The term of this agreement will be from October 30, 2006 to October 29, 2008.

**II. PURPOSE & JURISDICTION**

This is a Limited Letter of Adherence ("Agreement") applicable only to commercials produced in Nevada and broadcast within the State of Nevada. This contract modifies certain terms and conditions of the Screen Actors Guild 2006-2008 Extension to the Commercials Contract ("National Contract") Memorandum of Agreement. Only those terms and conditions that are expressly mentioned herein are modified by this Agreement. Terms and conditions that are not specified within this Agreement are unchanged and the applicable provision(s) of the National Contract shall govern.

**III. PAYMENT OF FEES INCLUDING PENSION & HEALTH CONTRIBUTION**

The Producer/Advertising Agency signatory hereto agrees to make all payments of session fees, use and reuse fees, and a 14.8% Pension and Health contribution on all work done under this Agreement.

**IV. SESSION USE AND FEES**

It is agreed that the following minimum rates shall apply to commercials produced in Nevada for television broadcast from within the state of Nevada.

Payment of all session fees shall be posted not later than twelve (12) working days after the date of first session. Payment of reuse fees, except as provided under Section V. HOLDING FEES herein, shall be posted not later than the last day of the current and previously paid cycle.

A. TELEVISION COMMERCIAL RATES FOR USE BOTH AS PROGRAM COMMERCIALS AND WILD SPOTS UP TO THREE (3) MINUTES IN LENGTH.

	<b>ON CAMERA</b>	<b>VOICE OVER</b>
<b>PRINCIPAL</b> Minimum fee per commercial for both session and first cycle of use	<b>\$409.16</b>	<b>\$306.34</b>
<b>SINGERS</b> Three or more singers Minimum fee per commercial for both session and first cycle of use	<b>\$306.34</b>	<b>\$183.38</b>
<b>TAGS*</b>	<b>\$122.96</b>	<b>\$87.98</b>

B. UPGRADING

**Upgrading to a National Market**

It is understood that if the Producer/Advertising Agency shall upgrade the market areas to include commercial broadcast in regions outside the jurisdiction of this Agreement, Producer/ Advertising Agency shall upgrade session and use fees to the rates; terms and conditions of the current National Contract.

C. PREPAID USE

1. **One Year Prepaid Use**

It is agreed the Producer and/or Advertising Agency may acquire the right to use the commercial for a period of one (1) year from the date of recording upon prepayment of a use fee equal to two (2) times the first use cycle payment in all categories. Such one year prepaid use must be purchased in advance of the first airing of the commercial, and no later than twelve (12) working days after the first session date. Otherwise the prepaid rates will not apply and Producer/Advertising Agency must pay full reuse fees and/or reinstatement fees.

A subsequent and consecutive nine (9) months prepaid guarantee shall be available upon prepayment of not less than two (2) times the first use cycle payment and Producer/Advertising Agency must obtain the written permission of the performer within the last (30) days of the previously purchased cycle. It is agreed that the first-year cycle combined with a consecutive nine month cycle equals the twenty-one month period of use.

2. **Twenty-one (21) Months Prepaid Use**

The Producer/Advertising Agency may acquire the right to use the commercial for twenty-one (21) months (the maximum period of use) from the date of recording upon prepayment of a use fee equal to three (3) times the first cycle payment in all categories. Such period of prepaid use must be purchased in advance of first airing of the commercial, and not later than twelve (12) working days after the first session date. Otherwise the prepaid rates will not apply and Producer/Advertising Agency must pay full reuse and/or reinstatement fees. No additional maximum period or prepaid used may be acquired under this section.

D. SHORT-TERM BUY RETAIL COMMERCIALS

1. **Six (6) Weeks or Less Consecutive Use**

	<b>ON CAMERA</b>	<b>VOICE OVER</b>
<b>PRINCIPAL</b> Minimum fee per commercial	<b>\$290.44</b>	<b>\$218.36</b>
<b>SINGERS</b> Minimum fee per commercial	<b>\$174.90</b>	<b>\$131.44</b>

The above rate provides for up to a four (4) hour on camera session and for two (2) hours off camera. Overtime shall be paid in half-hour units at the rate of time and one-half per half-hour.

2. **Notification**

Performer shall be notified at the time of audition and employment that the commercial is intended for "Short-Term Buy." The use cycle is defined as not more than six (6) consecutive weeks of broadcast exhibition within eight (8) weeks of the session date.

3. **Limited to One Short-Term Cycle**

This Short-Term Buy is limited to only one (1) Short-Term Broadcast Cycle of (6) consecutive weeks at the aforementioned rates. Use beyond the Short-Term Cycle must be paid at the regular full 13 week cycle rates with crediting of fees previously paid, the Producer/Advertising Agency agrees that all reinstatement provisions shall apply.

E. NON-AIR COMMERCIALS

It is agreed that non-air commercials may be produced at the rates provided for short-term buy retail commercials in Section D of the Agreement.

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

F. OVERTIME

On camera session fees are for eight (8) hour days, exclusive of meals. It is understood that overtime be paid to all on camera performers for each hour or part thereof beyond eight, except as provided in Section D, SHORT-TERM BUY RETAIL COMMERCIALS, and Section VI, STUDIO ZONES AND TRAVEL TIME of this agreement. The rate of overtime pay shall be at time and one-half for the ninth and tenth hours and at double time for hours beyond ten, paid in hourly units. Any fractions of an hour shall be paid as one (1) hour.

It is understood that voice over talent or off camera performers are paid on the basis of a two-hour session per commercial. Additional time beyond the allowable session shall result in a payment of an additional session fee.

G. SATURDAY AND SUNDAY WORK

Any performer employed to work on a Saturday within the jurisdiction of the Nevada Limited Letter Agreement shall receive a minimum of one and one-half (1.5) times the applicable session fee per commercial.

Any performer employed to work on a Sunday shall receive a minimum of two (2) times the applicable session fee per commercial.

H. WORK ON HOLIDAYS

If a performer works on any of the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas Day, he or she shall receive double what he or she would receive for a weekday. Whenever any of said holidays fall on a Sunday such holiday, for purposes herein, shall be deemed to fall on the Monday next succeeding.

I. FITTINGS AND WARDROBE FEES

**1. Fittings**

For time spent by performer in fittings on a day prior to work, the performer shall be paid a minimum of \$47.70, which shall cover the first hour. Additional time shall be paid in fifteen-minute units at the rate of \$10.60 per fifteen minutes of any part thereof.

Producer/Advertising Agency agrees that if the performer is asked to bring more than one (1) costume to an audition such calls shall be treated, as a fitting and performer shall be paid accordingly.

**2. Wardrobe Fees**

Performers who supply specified personal wardrobe worn during rehearsal or who provide wardrobe in production shall receive a maintenance fee for such wardrobe at the following rates:

Non-evening wear:	\$15.00 per costume change
Eveningwear:	\$25.00 per costume change

**J. EDIT FREE LIFT**

It is agreed that in all cases, except Short-Term Buy commercials, Producer/Advertising Agency shall have the right of an edited free lift.

**K. CONSECUTIVE EMPLOYMENT**

Under the jurisdiction of this Agreement, consecutive employment provisions may be waived in order to accommodate production scheduling on a full-day basis provided the performer is notified of such intent at the time of hiring and that the performer's work days are guaranteed.

**V. HOLDING FEES**

**TIME OF USE PAYMENTS**

It is agreed that the concept of holding fees is waived under this Agreement. If the Producer/Advertising Agency wishes to broadcast a commercial beyond the first 13-week cycle, reuse payment shall be due no later than the last day of the current and previously paid cycle.

**VI. STUDIO ZONES AND TRAVEL TIME**

**1. BOUNDARIES**

The Studio Zone is defined as any place within thirty (30) miles of the Clark County Courthouse.

**2. TRAVEL**

Travel time occurring in a work day, outside the Local Studio Zone, but within Nevada, inasmuch as it constitutes work time beyond the allowable session hours, shall be paid at twelve dollars (\$12.00) for each fifteen (15) minutes paid in quarter-hour units computed from the Zone Center to the place of reporting and from the place of reporting back to the Zone Center.

If the Producer/Advertising Agency is providing transportation to allocation outside the Local Studio zone, but within the state of Nevada, then such travel time shall be calculated from the time and place of reporting to the location and from location back to the place of reporting. The performer shall be dismissed at location.

**3. TRAVEL OUTSIDE A STATE**

Interstate travel shall be calculated and paid as proved by the National Contract.

Except as provided in subsection 2. above, travel time under this Section VI. STUDIO ZONES AND TRAVEL TIME shall not constitute overtime.

**VII. EXTRA PERFORMERS**

Producer/Advertising Agency agrees that the first seven (7) extras hired for each commercial shall be employed under terms and conditions of this Agreement. The daily rate for extras shall be \$164.30 per eight (8) hour day, excluding meals. The daily rate for hand models shall be \$328.60 per eight (8) hour day, excluding meals. The jurisdiction for extras under this Limited Letter Agreement shall be limited to extra performers hired within Clark County. Sections IV. G through K shall apply to extra performers.

Payment to extra performers and hand models is per day per commercial, whichever is greater. Payment is for unlimited use. Footage may not be edited into other commercials without additional payment in accordance with this Agreement.

Extra performers are not subject to the following provision: IV. C. Prepaid Use; IV. K. Consecutive Employment; and V. Holding Fees.

### **VIII. PUBLIC SERVICE MESSAGES**

The Union, cognizant of the importance and need of motion pictures to the welfare of our country, will follow a liberal policy in granting waivers of use fees for the use of motion picture messages produced for the Armed Services, State Department, other federal, state and local governmental agencies and non-profit welfare and public agencies which are telecast under the auspices and on behalf of any services or agencies.

The foregoing statement of policy does not apply to the minimum fee per commercial for both session and first cycle of use.

To obtain a waiver of use fees for a public service announcement, the Producer/Advertising Agency must first request a waiver from the union. Upon granting of such request for waiver the Producer/Advertising Agency must obtain the written permission of each performer stating that the performer(s) agree to waive use fees for a period not to exceed one year. A copy of this written statement shall be sent to the union office along with a copy of the employment contract.

### **IX. CONTRACTS WITH THIRD PARTIES**

Other than as provided in the provisions regarding "Transfer of Rights" herein and in the National Contract, the signator shall not be responsible to Screen Actors Guild or Screen Actors Guild members for a breach or violation of this Contract by a third party to whom the signator sold, leased or otherwise disposed of a commercial produced un the Agreement, if the signator in his or her agreement with the third party has included a provision expressly for the benefit of Screen Actors Guild and Screen Actors Guild members, requiring such third party to abide by all the provisions of the Contract, including the arbitration procedures, with respect to such commercials. Such provisions shall be substantially as follows, or words to the same effect.

"(Insert Third Party) agrees with (Signator) that all television commercials covered by this agreement are subject to the National Screen Actors Guild 2003 Commercials Contract as modified by the Nevada Limited Letter of Agreement, and (Third Party) hereby agrees, for the express and direct benefit of the Screen Actors Guild and its members affected thereby to abide by the provisions, including the arbitration, and Pension and Health provisions, of said Contract with respect to such commercials."

**X. EFFECTIVE DATE AND TERM OF CONTRACT**

This Agreement shall become effective on the date shown below and shall apply only to all commercials made during this term whenever exhibited.

The expiration date of this Limited Letter of Adherence shall coincide with the date of expiration of the Screen Actors Guild 2006-2008 Extension to the Commercials Contract Memorandum of Agreement and 2003 Commercials Contract and will continue in effect to and including October 29, 2008, and will continue in effect thereafter until terminated by either party by providing 60 days notice in writing to the other party, or upon execution of an interim agreement.

**SCREEN ACTORS GUILD  
2006-2008 NEVADA LIMITED LETTER  
OF ADHERENCE FOR COMMERCIALS**

*We hereby acknowledge receipt of a copy of the 2006-2008 Extension to the Commercials Contract Memorandum of Agreement and the 2003 Commercials Contract, and accept as conditioned or modified in pages 1-6 of this 2006-2008 Nevada Limited Letter of Adherence for Commercials, agree to become party to, abide by, and conform to the terms and conditions thereof.*

**IN WITNESS HEREOF, the parties have each executed this Agreement.**

*Accepted and Agreed:*

\_\_\_\_\_ **SCREEN ACTORS GUILD**  
(Company Name)

By \_\_\_\_\_ By \_\_\_\_\_ (Print Name & Title)

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

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

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

(Telephone) \_\_\_\_\_ (FAX) \_\_\_\_\_