



SINGERS DIGEST

2007

Courtesy of
The National Singers Department
Screen Actors Guild



**SCREEN ACTORS GUILD
NATIONAL SINGERS DIGEST**

June 2007

The Singers Digest is a compilation of the various contracts and agreements governed by the Screen Actors Guild. It is intended to assist the Singers community by providing a brief summary of the SAG contracts, pertinent rules, and terms and working conditions that affect their work in movies, television, commercials and other areas. The Digest highlights the major areas that may impact the Professional Singer while working under a specific SAG Contract. It is recommended that the Singer refer to the full text of the respective SAG Contract to ensure a proper understanding and reading of the language.

Please take special note of the new rate for the Theatrical 3-Hour session for Off-Camera Group 9+ singers. Each session under this option requires the pre-authorization by the Guild. The 3-Hour session applies only to theatrical films and for off-camera singers in a group of 9 or more. The experimental option is offered to SAG signatory producers until June 30, 2008.

The 2007 edition is the latest revision of earlier Singers Digests created specifically for the Professional Singers community. Each of the revisions reflect a cooperative spirit, dedication, hard work, and the collective efforts embraced by members of the Singers Committee and the SAG staff in producing a guide that will benefit the professional singer.

It is with great pleasure that we present the 2007 edition of the National Singers Digest.

Sincerely,

Glenn K. Hiraoka
National Director
Singers Contracts Department



SCREEN ACTORS GUILD
NATIONAL HEADQUARTERS
 5757 Wilshire Blvd.
 Los Angeles, CA 90036
www.SAG.org

Main Switchboard and Emergency After-Hours (323) 954-1600
 Outside of LA (800) 724-0767

Direct Dial Phone Numbers
 Use Area Code (323)

SINGERS CONTRACTS DEPT.	(323) 549-6864
Dancers Contracts Dept. (323) 549-6864	Membership Services 549-6757
Actors to Locate (800) 503-6737	Music Video Dept. 549-6864
Agency Contracts 549-6745	New Media 549-6724
Commercials Contracts 549-6858	Organizing 549-6010
Communications 549-6654	Production Services 549-6811
Conversations 549-6668	Residual Info & Claims 549-6505
Diversity Dept. 549-6644	SAG Foundation 549-6708
Eligibility Information Recording 549-6739	Signatory Records 549-6869
Film Society Hotline 549-6657	Stunt & Safety 549-6855
Industrial/Educational Contracts 549-6858	Television Contracts 549-6835
Legal Affairs 549-6627	Theatrical Contracts 549-6828



**SCREEN ACTORS GUILD
SINGERS DIGEST**

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SCREEN ACTORS GUILD
GENERAL MEMBERSHIP RULES

1. RULE ONE: NO NON-UNION WORK!

The Guild's Rule One requires that a member will not work as a performer for any producer who is not signed to a Screen Actors Guild contract. No matter who offers you an acting or singing job in the Guild's jurisdiction (producers, talent agents, casting directors, or friends), it is your obligation and responsibility to make certain that the producer wishing to employ you is signed to the respective SAG Contract. Always contact the nearest Guild office to check a producer's SAG signatory status. The Guild's staff will provide you with this information.

Any work for a non-signatory producer will subject you to strong disciplinary action by the Guild. Keep your Guild strong and protect your hard earned wages, working conditions, and your Pension and Health benefits! **PLEASE DO NOT VIOLATE RULE ONE!**

2. CHANGES OF ADDRESS OR PROFESSIONAL NAME MUST BE MADE IN WRITING OR AT WWW.SAG.ORG AND CLICK "EDIT PROFILE"

It is your responsibility to keep the Guild notified of your current address, phone number, and agent at all times. If the Guild cannot find you, you may lose work inquiries, residual payments and other benefits of membership! In addition, your SAG Pension & Health Office must be notified separately of any address change.

3. DUES

Dues will be billed to you twice each year on May 1 and November 1, based on your SAG earnings. Dues may be paid by personal check. If dues are not paid on a timely basis, you may not be cleared for work.

4. HONORABLE WITHDRAWAL AND SUSPENDED PAYMENT STATUS

If you are not working under SAG's jurisdiction for an extended period of time, you may request an excuse of paying dues. Upon review by the Guild's Membership Department, you may be able to receive an "Honorable Withdrawal" or "Suspended Payment" status. Members on Honorable Withdrawal or Suspended

Payment are required to pay dues/fees on all earnings based on residuals or deferred income. Failure to pay dues/fees may result in termination from membership.

Once approved, you would be able to maintain your SAG membership on an “inactive” status. However, you will not receive Guild voting or meeting privileges or receive the various Guild publications. You will continue to receive any residual payments due, and subsequently you may reactivate your membership to accept SAG work.

Upon receiving the member’s request, the Guild will determine whether the member may receive an Honorable Withdrawal (HW) or Suspended Payment status. A performer must be a member of SAG for at least 18 months in order to be eligible for a HW or SP status.

5. REINSTATEMENT

To reinstate from an Honorable Withdrawal status, the member must have been on this status for one full year or longer. Once approved, the member pays the current dues only at the time of reinstatement.

To reinstate from Suspended Payment status, the member must have been on this status for one full year or longer. Once approved, the member must pay the balance of the dues owed at the time of the approved SP status, and the current dues.

Once reinstated from HW or SP status, a member is not entitled to receive another withdrawal or suspended payment for a period of at least one year from the date of reinstatement.

6. TERMINATION OF MEMBERSHIP

Please be advised that if a member does not pay his/her dues for three consecutive dues periods (i.e. one and one-half years), the member will then be required to rejoin the Guild by paying the full initiation fees.

Note: For further clarification, please contact the Membership Services Department @ (323) 549-6757.

IMPORTANT

INFORMATION & REQUIREMENTS

1. Professional Singer is a person who is employed primarily to sing either as a solo, or in a group requiring unison or harmony. Non-Professional singing, such as by extras, is excluded from this definition. A Professional Singer is herein referred to as a Singer.
2. Singers should always report each and every employment under the Guild's jurisdiction within 24 hours. Singer Member Reports are obtainable by calling the Guild's office, or they can be picked up at the Reception Desk in the main lobby at the Screen Actors Guild National Office.
3. All inquiries regarding Claims should be submitted in writing, or by calling the Singers Department at the Screen Actors Guild Office at (323) 549-6864.
4. When filing SAG Member Reports for Television and Theatrical Motion Pictures, please inquire as to whether or not this performance may be used on a Soundtrack album. If so, it should be reported to AFTRA as well.

TAFT-HARTLEY INFORMATION

GUIDE TO “STATION 12 CLEARANCE” SINGERS AND PERFORMERS WORKING UNDER A SAG CONTRACT

It is the Producer's responsibility to clear all Singers and performers for work by contacting the Guild's "Station 12" Department @ (323) 549-6794 during business hours, or by FAX (323) 549-6792. In Groups of 3+ the Contractor for the session may also clear the Singers.

After contacting the Station 12 Department, the staff will notify the Producer or Contractor of one of following member status:

- A. Member is "OK" to work.
- B. Member is "Station 12". This signifies a problem with the performer's membership status. It is then the Producer's responsibility to notify and request the member to contact the local SAG office immediately. Any problem with the membership status must be corrected prior to working.
- C. Performer is classified as a "Must Pay". Under this status, the performer has worked under the Guild's jurisdiction and must pay prior to the performer's word day.
- D. For Commercial work, completed Taft-Hartley report forms must be submitted by the Producer or Contractor within fifteen (15) business days.
- E. For TV, Theatrical or Industrial productions, reports must be submitted within fifteen (15) calendar days. If on an overnight location, the reports are due within twenty-five (25) calendar days.



**SCREEN ACTORS GUILD
BUDGETS FOR THEATRICAL AGREEMENTS**

Below is a breakdown of SAG’s Theatrical Agreements and their budgets. A detailed description of each Agreement is in the following sections. Please contact our Singers Department if you have further questions at (323) 549- 6864, or the appropriate branch office.

AGREEMENT	BUDGET
CODIFIED BASIC AGREEMENT	MORE THAN \$2,500,000.00
LOW BUDGET AGREEMENT	LESS THAN \$2,500,000.00
MODIFIED LOW BUDGET AGREEMENT	LESS THAN \$625,000.00
ULTRA LOW BUDGET AGREEMENT	LESS THAN \$200,000.00
SHORT FILM AGREEMENT	LESS THAN \$50,000.00 (under 35 mins)
STUDENT FILM AGREEMENT	N/A

THEATRICAL 3-HOUR SINGERS OFF-CAMERA GROUP 9+ WAIVER

May 1, 2007

To Singers: 3-Hour Off-Camera Group 9+ Waiver for SAG Theatrical Films

Please find attached the terms and conditions of a special 3-Hour Waiver for Off-Camera Group Singers used for films produced under a SAG Theatrical Contract. The singer contractor and the signatory producer would be required to request the waiver and receive approval prior to the actual session. The waiver request is sent to the Singers Department in Hollywood. This waiver "sunset" on June 30, 2008. Please contact the Singers Department at (323) 549-6864 for further information.

The following lists the terms and conditions of an approved waiver of the 3-Hour Off-Camera Group 9+ session for work in SAG signatory film projects:

1. A producer must be a current theatrical signatory to the Producer-SAG Codified Basic Agreement of 2005;
2. Advance notice of the experimental 3-Hour rate must be given at the time of booking to each Group 9+ off-camera singer;
3. Each Group 9+ off-camera singer hired under a Theatrical Day Player contract for 3 hours must be paid a session fee of \$360.00;
4. That for work beyond the first 3 hours, the Group 9+ off-camera singer is paid \$120.00 per hour until the end of the 8th hour of work. For work beyond the 8th hour, the overtime formula applies requiring the singer to be paid at a time-and-one-half rate for the 9th and 10th hour respectively, and at a double-time rate for each hour worked beyond the 10th hour;
5. That the producer has the right to retain a singer for an additional 1-Hour should the session extend longer than 3 hours. Work extending beyond 4 hours is subject to the singer's availability;
6. That the contractor's member report must be submitted to the National Singers Department;
7. That all other terms and conditions of the Producers-SAG Codified Basic Agreement of 2005 apply; and
8. That the producer agrees to ensure that the singers are added to the final cast list.

**SCREEN ACTORS GUILD
THEATRICAL CONTRACT**

TERM OF THE CONTRACT: July 1, 2005 to June 30, 2008

The SAG Theatrical Contract is known as the “The CBA” or the Codified Basic Agreement. It is the originating agreement between the SAG and an alliance of film producers, and provides the minimum terms and conditions for performers working in theatrical motion pictures. The CBA is also offered to independent producers.

**PROFESSIONAL SINGERS EMPLOYED BY THE DAY
SCHEDULE G-1**

MINIMUM SALARY PER DAY

- A. The minimum rates per day for Singers (on-camera or off-camera) employed by the day are set as follows:

Category	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$ 773	\$796	\$820
Groups 3-8	679	699	720
Groups 9+	592	610	628
Mouthing 1-16	567	584	602
Mouthing 17+	442	455	467
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (+100%) payment.

Overdubbing only (per day) requires an additional thirty-three and one-third percent (+33 1/3%) payment.

- B. Contractor Services – Where a Singer is required to perform services as a contractor, he/she will be entitled to receive the following:

Groups 3-8 Singers – an additional one-half check
Groups 9+ Singers - an additional full check

- C. Step Out Category

1. If a solo or duo is called upon to step out of a group to sing up to fifteen (15) cumulative bars during a session, he/she (they) will be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.
 2. If a solo or duo is called upon to step out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, he/she (they) will be paid the full solo/duo rate in addition to the appropriate group rate for that day.
 3. Any member of a group who steps out to perform a part of a smaller group to sing over four (4) consecutive bars will be paid at the smaller group fee for that day. Such classification will not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.
- D. W-4 forms will be presented to performers no later than the first day of employment. The W-4 form may be given to a performer on the set on the first day of employment.

W-4 forms will be available on every set. It will be the performer's responsibility to return a completed W-4 form to the Producer in a timely manner. It is understood that when a performer fails to do so, there will be no retroactive adjustments to the withholding required by law. W-4 forms will be attached to day performer contracts.

CONSECUTIVE OR CONTINUOUS EMPLOYMENT – NOT APPLICABLE

Singers employed by the day will not be entitled to compensation for days and/or weeks between “calls” unless given a “hold”, or if they are on an overnight location.

PHONOGRAPH RECORDS AND TAPE RECORDINGS

There will be separate bargaining at the time of employment between a Singer and Producer for the use of soundtracks on phonograph records (CD's) or tape recordings; otherwise, such rights may not be acquired. Singers' contracts for phonograph records (CD's) or tape recordings shall contain a separate clause to be initialed at the time of employment providing for the use of soundtracks on records or tape recordings found to be not less than the AFTRA applicable minimum rate.

FIVE (5) MINUTE BREAKS

Singers will be given a five (5) minute rest period in each hour of recording.

RETAKES, ADDED SCENES, ETC.

A Singer employed by the day may be recalled by the Producer and such Singer will report for services in connection with retakes, added scenes, changes, soundtrack, process shots, transparencies, trick shots, trailers, foreign versions, and **mouthng to playback**. Compensation will be paid to the Singer only for the day or days on which he/she is actually employed. If such services are commenced within four (4) months (six (6) months for theatrical motion pictures) after the prior termination of employment, compensation therefore will be at the daily rate originally agreed upon (also applies to Singers converted to a weekly contract, the Singer would receive a pro rated weekly rate).

AVAILABILITY FOR RECALL AFTER EMPLOYMENT

The Producer may not agree with any Singer that the Singer will hold himself/herself available for any day after termination on an original period of employment (which may be as short as one day), unless the Producer agrees at the same time to employ the Singer for such day. It is agreed, however, that the Singer may be recalled by the Producer and will report, at any time prior to the completion of production of the photoplay for which he/she was originally employed, on the same terms and conditions (except as to the original term of employment), provided that he/she is not otherwise employed.

SPECIALTY SINGERS – USE OF RECORDING, USE OF PHOTOGRAPHY IN OTHER PHOTOPLAYS

This section will apply to a Specialty Singer defined as a Professional Singer employed as a part of a “name group.”

Contact the Singers Contracts Department (323) 549-6864 for further information.

APPLICABLE PROVISIONS OF SCHEDULE A

A performer employed to do looping, dubbing or dialogue replacement on a day or days not contiguous to principal photography shall be paid at time and one-half if such work is performed on a Saturday, or a double time if such work is performed on a Sunday, unless such work is scheduled on Saturday or Sunday to accommodate the schedule of any performer. In the latter case, and in all other cases not covered by the preceding sentence, all such performers will be compensated at straight time.

OVERDUBBING (MULTIPLE TRACKING)

When a Singer re-records over the Singer's original track containing the same materials recorded on the original track, the rate of overdubbing alone will be thirty-three and one-third percent (33 1/3%) of the applicable rate, as provided in Section 3 (Minimum Rates) hereof. Such overdubbing will be without limitation as to the number of tracks.

SWEETENING

When a Singer makes a new track containing new or variant material, and records such track over the Singer's original track, the rate, with or without "overdubbing" will be one hundred (100%) of the applicable rate, as provided in Section 3 (Minimum Rates) thereof. Such sweetening will be without limitation as to the number of tracks.

CONTRACTORS (THEATRICAL MOTION PICTURES)

A contractor will be required on all engagements of groups consisting of three (3) or more Singers. The contractor will be present at all times during the session and, in all cases, will be a performing member of the group, except in those cases where the sex of the group precludes the utilization of the contractor's singing performance, or in the case of hiring a children's initial group. The contractor will be considered a member of the vocal group for contract purposes and will be covered by all terms of the applicable Union contract.

The foregoing will not be applicable to three (3) or more Singers who are an established group or act.

**PROFESSIONAL SINGERS EMPLOYED BY THE WEEK
(SCHEDULE G-II)**

The referenced Schedule G-II applies to professional singers employed by the week on a Theatrical motion picture at \$5,500 or less per week.

MINIMUM SALARY PER WEEK

A. The minimum rates for Singers employed by the week will be as follows:

Group	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 6/30/08
Solo or Duo	\$2,483	\$2,557	\$2,634
Groups 3-8	2,277	2,345	2,415
Groups 9+	2,071	2,133	2,197
“Step Out” Per day- up to 15 cumulative bars	385	397	409
“Step Out” Per day- 16+ cumulative bars or detained 1 hour +	773	796	820
Contractor 3-8	1,137 or 50%	1,171 or 50%	1,206 or 50%
Contractor 9+	2,071 or 100%	2,133 or 100%	2,197 or 100%

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (100%) of the pro rata daily rate.

Overdubbing (multi-tracking) only (per day) requires an additional thirty-three and one-third percent (33 1/3%) of the pro rata daily rate.

B. A Singer called out of a choral group and required to sing five bars or more will be paid an additional sum for that day of \$44. (Effective July 1, 2007 \$45).

C. Any member of a group who steps out to perform as part of a smaller group to sing more than four (4) consecutive bars will be paid at the smaller group fee for that day. Such reclassification will not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

CONSECUTIVE EMPLOYMENT AND RIGHT TO ROLE- NOT APPLICABLE

Singers employed by the week are not entitled to consecutive employment or to the right to the role, it being agreed that such Singers may be subsequently used in the picture without payment of compensation for intervening time.

ONE (1) WEEK GUARANTEE- RE-EMPLOYMENT

A. The initial period of employment will be one (1) week in duration, subject to suspension or earlier termination as provided in Section 11 of the Schedule. The employment of a Singer may be terminated at any time after the initial week. Any period beyond one (1) week may be pro rated on a daily basis.

B. Any such Singer employed by the week may be subsequently employed in the same picture and on a weekly basis pursuant to the terms of this Schedule, with an initial period of such re-employment of one (1) week, or on a daily basis pursuant to the provisions of Schedule G-1.

SPECIALITY SINGERS - USE OF RECORDINGS, USE OF PHOTOGRAPHY IN OTHER PHOTOPlays

Please refer to Section 9 of the SAG Theatrical Contract.

Contact the SAG Singers Contracts Department (323) 549-6864 for further information.

EMERGENCY SUSPENSION OR TERMINATION

The Producer may terminate the employment of a Singer employed by the week for any of the following reasons: If the production of the photoplay specified in the Singer's contract be necessarily prevented, suspended or postponed during the course of production, by reason of fire, accident, strike, riot, act of God or of the public enemy, any executive or judicial order, illness of any other member of the cast or of the director, or the disability, failure or default of such Singer. In the event, that such Singer's employment is terminated prior to the expiration of the first week of the Singer's term of employment for any of the above-named reasons other than disability, failure or default of such Singer, such Singer will be entitled to the balance of his first week of compensation. In the event of termination by reason of his disability, failure or default of such Singer, the Producer will be obligated to pay such Singer the balance, if any, then unpaid for services theretofore rendered, and the Producer will be discharged of and from any and all liability whatsoever under said contract. It will be the duty of the Producer, during the first week of any such prevention, suspension or postponement, to notify the Singer in writing whether the Producer will entirely discontinue the production or further suspend or postpone it.

RESUMED PRODUCTION AFTER TERMINATION

If the Producer has elected to terminate or suspend a Singer's employment under a weekly contract pursuant to its rights under Section 11 of this Schedule, and the Producer will desire to resume the production of said photoplay, the Producer will

notify the Singer of its election to so resume and, in such an event, the Singer agrees to render his/her services in connection with such resumed production as and when the Producer may request, unless the Singer is otherwise employed, but if otherwise employed, the Singer will cooperate to the fullest extent in trying to make his services available to the Producer in connection with such resumed production. If production is resumed within six (6) months, from the date of termination, the Singer's compensation will be at a daily rate equal to one-sixth (1/6) of the weekly rate specified in the Singer's original employment contract and will be payable only from the date of the commencement of the Singer's services in such resumed production

APPLICABLE PROVISIONS OF SCHEDULE B OF SAG BASIC AGREEMENT

The following Sections of Schedule B of the SAG Basic Agreement are hereby incorporated by reference and will apply to the employment of Singers employed hereunder by the week under Schedule G-II.

SCHEDULE B – SECTION

3. MINIMUM CONTRACT – REQUIRED PROVISIONS
4. STARTING DATE
6. EXECUTION OF AGREEMENT – ENGAGEMENT – DELIVERY OF CONTRACT
7. RATE NOT SPECIFIED
8. STUDIO PAYROLL – TIME OF PAYMENT
9. THE PERFORMER'S WORKWEEK:
STUDIO FIVE (5) DAY WORKWEEK and OVERNIGHT LOCATION WEEK
10. PERFORMER'S WEEK
11. HOURS PER DAY: WORK PAST MIDNIGHT
12. DAILY RATE OF COMPENSATION: PRORATING
13. OVERTIME
14. REST PERIOD
15. WORK TIME
16. MAKE-UP, HAIRDRESSING, WARDROBE
17. MEAL PERIODS
18. DRESSING ROOMS
19. TEST, AUDITIONS, WARDROBE TESTS, MAKE-UP TESTS, INTERVIEWS
20. WARDROBE FITTING
21. STORY, SONG AND PRODUCTION CONFERENCES
22. STUDY OF LINES AND SCRIPTS
23. PUBLICITY INTERVIEWS
24. PUBLICITY STILLS
25. REHEARSAL TIME
26. NIGHT WORK
27. WORK ON HOLIDAY, OR HOLIDAY AND THE SIXTH OR SEVENTH DAY IN THE WORKWEEK
28. WORK PAST MIDNIGHT ON LAST DAY

- 29. STUNT ADJUSTMENT
- 31. OVERLAPPING ENGAGEMENT
- 32. PRERECORDING AND PRE-PRODUCTION STILLS
- 33. REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT
- 34. DAMAGE TO WARDROBE
- 37. RIGHT TO NAME OR CHARACTER
- 38. STUDIO RULES
- 39. RIGHTS GRANTED TO PRODUCER
- 40. GENERAL RIGHT TO TERMINATION
- 41. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)
- 44. TRAVELING TIME
- 45. LOOPING

REUSE OF PHOTOGRAPHY AND SOUNDTRACK

A. No part of the photography or sound track of a performer will be used other than in the picture for which he/she was employed, without separately bargaining with the performer and reaching in agreement regarding such use. The foregoing requirement of a separate bargaining hereafter applies to reuse of photography or sound track in other pictures, Television, Theatrical or other, or in use in any other field or medium. Bargaining will occur prior to the time such reuse is made, but performers, may not agree to such reuse at the time of original employment. The foregoing will apply only if the performer is recognizable and, as to stunts, only if the stunt is identifiable. See Sub-Section F, of this section. No reuse may be made of nude photography without the performer's written consent.

The day performer rate will be the minimum for purposes of the bargaining referred to above with respect to such use of such material in any motion picture other than the one for which performer was employed. As to any other use of photography or sound track referred to above, the bargaining will be subject to the minimum wages and residuals provided for in the collective bargaining agreement, if any, applicable in the field in which the photography sound track is used, unless compensation for such other use is already provided by this Agreement.

The provisions of Sub-Section A, will not limit Producer's right to use photography or sound tracks in exploiting the picture, or in trailers, promotional films thirty (30) minutes (or less), in length for theatrical and television motion pictures, or in advertising, as provided in this Agreement.

The Union may, in its discretion, grant waivers of the requirements of this Section with respect to the reuse of photography and sound track in public service educational and like programs and will follow a liberal policy in granting such waivers.

B. If Producer fails to separately negotiate as provided in Sub-Section A, hereof, the performer will be entitled to damages for such unauthorized use, equivalent to three (3) time the amount originally paid the performer for the number of days worked covered by

the material used. If the Producer is unable to find the performer, it will notify SAG, and if SAG is unable to find the performer within a reasonable time, the Producer may use the photography or sound track without a penalty.

C. If Producer and the performer negotiate for such use and are unable to reach an agreement, and all performers involved have agreed to compensation for such use except a single performer who the Producer claims is unreasonably refusing to accept an equitable sum, Producer may submit the matter to SAG's Board of Director for determination and both Producer and performer will be bound by the determination so made, if the material is used. In all other cases where Producer and the performer are unable to reach an agreement, Producer will be prohibited from making such reuse of the material, and in case of violation, or in a case where the Producer fails to obtain the performer's written consent to reuse nude photography, the performer will be entitled at this option, to either accept damages as provided in Sub-Section B, hereof, or to arbitrate his claim hereunder, or to take legal proceedings in a court of competent jurisdiction.

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 will not constitute night work.

There will be no premium payable for night work, except that a performer (including a singer) who is called solely for the purpose of looping, singing or automatic dialogue replacement (ADR) work during post production will receive premium pay for each straight time hour of night work equal to ten percent (10%) of his hourly rate for such hours. However, such premium pay will not be payable to a performer (or singer) if the looping, singing or ADR work is scheduled at night to accommodate the schedule of that performer (or singer).

Such premium pay will be payable to any Schedule A performer who is earning in excess of \$1,200 on the basis of \$1,200.

Such night premium pay will not be paid on any overtime hours.

Contact Singers Department for additional information not listed in this area.

TIME OF PAYMENT – LATE PAYMENT

Performers employed by the day must be paid within five (5) working days after services are rendered. Series performers must be paid at least every two (2) weeks for all episodes worked whether or not completed. All other performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services are rendered. Damages for late payment accrue at the rate of \$10.00 for each working day of default to a maximum of twenty (20) working days.

PENSION AND HEALTH Pension and Health contributions is paid by the producer at 14.8% of gross compensation.

**SCREEN ACTORS GUILD
THEATRICAL LOW BUDGET AGREEMENT**

The Low Budget Agreement is one of the SAG agreements when a film is produced for an initial theatrical release. In order to qualify for the Low Budget Agreement, the production must have a budget of less than \$2,500,000, and the production must shoot entirely in the United States for an initial theatrical release.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

**PROFESSIONAL SINGERS EMPLOYED BY THE DAY
MINIMUM SALARY PER DAY**

A. The minimum rate per day for Singers (on-camera or off-camera), employed by the day is set out below.

Category Rate Solo and Duo	\$544.
Groups 3-8	478
Groups 9+	417
Mouthing 1-16	400
Mouthing 17+	313
Contractor 3-8	+50%
Contractor 9+	+100%

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (+100%) of the payment.

Overdubbing (multi-tracking) only (per day) requires an additional thirty-three and one-third percent (+33 1/3%) of the payment.

B. Where a Singer is required to perform services as a contractor he will be entitled to receive the following:

Three (3) to Eight (8) Singers – an additional one-half (+50%) check.

Nine (9) or more Singers – an additional full (+100%) check.

C. STEP OUT CATEGORY

1. If a solo or duo is called upon to step out of a group to sing up to fifteen (15) cumulative bars during a session, they will be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.

2. If a solo or duo is called upon to step out of a group to sing sixteen (16) or more cumulative bars, or remains more than one (1) hour after the group has been released to perform a solo or duo of any length, they will be paid the full solo/duo rate in addition to the appropriate group rate for that day.

3. Any member of a group who steps out to perform as part of a smaller group to sing more than four (4) consecutive bars will be paid at the smaller group fee for that day. Such reclassification will not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

LOW BUDGET PROFESSIONAL SINGERS EMPLOYED BY THE WEEK
MINIMUM SALARY PER WEEK

A. The minimum rates for Singers employed by the week are set out below.

Category	Rate
Solo and Duo	\$1,752
Group 3-8	1,607
Group 9+	1,461
"Step Out" Per day- Up to 15 cumulative bars	272
"Step Out" Per day – Up to 15 cumulative bars, or if detained 1 hr. + after group released, to perform a solo or duo of any length	544
Contractor 3-8	803
Contractor 9+	1,461

Sweetening with our without over dubbing (per day) is an additional one hundred percent (100%) of the pro rata rate.

Overdubbing only (per day) is an additional thirty-three and one-third percent (33 1/3%) of the pro rata rate.

- B.** Where a Singer is required to perform services as a contractor, he/she will be entitled to receive the following:
- ☉ Three (3) to Eight (8) Singers – an additional one-half check
 - ☉ Nine (9) or more Singers - an additional full check
- C.** Any member of a group who steps out as part of a smaller group to sing more than four (4) consecutive bars will be paid at the smaller group fee for that day. Such reclassification will not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

CONSECUTIVE EMPLOYMENT AND RIGHT TO THE ROLE - NOT APPLICABLE

Singers employed by the week are not entitled to consecutive employment or the right to the role, it being agreed that such Singers may be subsequently used in the picture without payment of compensation for intervening time.

**SCREEN ACTORS GUILD
THEATRICAL MODIFIED LOW BUDGET AGREEMENT**

NOTE:

UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE CONTACT THE SINGER'S DEPARTMENT FOR FULL TERMS AND CONDITIONS.

The Modified Low Budget Agreement is one of the SAG agreements that may applicable when you are shooting a low budget feature film for initial theatrical release.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

MODIFIED LOW BUDGET AGREEMENT

- ☉ **Total Budget: \$625,000.**
Budget may be increased to \$937,500 if Producer qualifies for certain diversity in casting incentive.
- ☉ **Must shoot entirely in the U.S.**
- ☉ **Initial theatrical release**

Group Size	Day Rate	5-Day Weekly
Solo and Duo	\$289	\$933
Groups 3-8	255	856
Groups 9+	222	778
Mouthing 1-16	216	
Mouthing 17+	167	
Step Out Rates per Day Up to 15 cumulative bars	145	145
16+ cumulative bars, or if detained after group is released to perform a solo or duo of any length	289	289
Contractor Rate Groups 3-8	+50%	+50%
Contractor Rate Groups 9+	+100%	+100%

Sweetening (with or without overdubbing) is 100%.

Overdubbing only is 33 1/3%

**SCREEN ACTORS GUILD
THEATRICAL ULTRA LOW BUDGET AGREEMENT**

NOTE:

UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE CONTACT THE SINGER'S DEPARTMENT FOR FULL TERMS AND CONDITIONS.

The Ultra Low Budget Agreement is one of the SAG agreements that may be applicable when you are shooting a very low budget film for the experience of doing so.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

ULTRA LOW BUDGET AGREEMENT

- ☉ Total Budget:: Less than \$200,000
- ☉ Must shoot entirely in the U.S.
- ☉ Salary Payments for Singers: **\$100** per day
- ☉ No Taft Hartley's allowed

SCREEN ACTORS GUILD SHORT FILM AGREEMENT

NOTE:

UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE CONTACT THE SINGER'S DEPARTMENT FOR FULL TERMS AND CONDITIONS.

The Short Film Agreement is one of the SAG agreements that may be applicable when you are shooting a low budget short film for the experience of doing so. This agreement is intended for workshop/training setting and for exhibition in film festivals

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

TOTAL BUDGET: Less than \$50,000

- ☉ **Maximum Running Time of 35 minutes**
- ☉ **Must shoot entirely in the U.S.**
- ☉ **Salary Payments for All Performers: Deferred**

Exhibition/Residuals under the Short Film Agreement

Producer is entitled to distribute a film produced under the Short Film Agreement at Film Festivals. However, note that the agreement provides for limited distribution for Academy Award consideration and other very limited markets.

The minimum each performer must be paid for distribution beyond these markets is \$100 for each day worked. Pension and Health contributions are due in addition to these rates.

SCREEN ACTORS GUILD STUDENT FILM LETTER AGREEMENT

The Student Film Letter Agreement allows performers (both SAG members and non-SAG members) to render services in the film project on a deferred salary basis. No monies will be due to the performer (subject to the exceptions below) until the film is released into a commercial market (i.e., Pay Cable, Theatrical Motion Picture Houses, Free Television, Videocassette, Educational/Industrial, etc.).

Please check with the Guild to ensure that approval has been given to the producer to classify the project under the SAG Student Film Letter Agreement.

DEFERRED PAYMENTS

Minimum salaries and all other monies (overtime, etc.) relating thereto shall be deferred pending any sale, distribution, assignment, release or exhibition of the Producer's project; except that should the Producer exceed twenty (20) consecutive shooting days in production, the Producer shall immediately be liable to pay all performers who work beyond that period, the Guild minimum plus all other monies thereto, including but not limited to Producers' obligation to make appropriate Pension and Health contribution and reporting on behalf of such performers.

NON-DEFERRED PAYMENTS

The following monies shall be due to a Performer working in the current production period:

1. Car mileage allowance reimbursement (applicable IRS allowed mileage)
2. Meal penalties (if a meal is not provided within six hours)
3. Per diem (on overnight location only)
4. Reimbursement for special hair dress, make-up or wardrobe
5. Overtime for work in excess of ten hours in any day (excluding time spent for meals), more than five consecutive days in each week, or for production which exceeds six calendar weeks overall
6. Late payment charges to Performers
7. Rest period penalties
8. Re-takes, added scenes, looping, performed after the allowable twenty-day productions period has expired.

Performer will affirm that he/she has received a copy of the full eleven page Film Letter Agreement, executed between SAG and the Student Filmmaker for the above film project.

SCREEN ACTORS GUILD INTERACTIVE AGREEMENT

The 2005-2008 SAG Interactive Agreement is intended for Interactive programs produced in the United States. Some examples of Interactive programs are games, personal computers, Console games (PSII & III, X-Box, X-BOX 360, Nintendo, Nintendo Wii), arcade games, CD-Interactive, and any Online games. Please contact the Singers Department @ 323.549.6864 to confirm rates and use.

TERM OF AGREEMENT: January 1, 2005 to December 31, 2008

PROFESSIONAL SINGERS:

On-Camera (8 Hour day)

	7/29/05	1/1/06	1/1/07	1/1/08
Day Performers (including Solo and Duo)	\$ 695	\$ 716	\$ 737	\$ 759
3-Day Performers (including Solo and Duo)	1,757	1,810	1,864	1,920
Weekly Performers (including Solo and Duo)	2,411	2,483	2,557	2,634
6-Day Overnight Location	2,652	2,731	2,813	2,897
Group Singers 3-8 (4-hour day)	659	679	699	720
Group Singers 9+ (4-hour day)	575	592	610	628
Contractor 3-8	+50%	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%	+100%

Sweetening (with or without overdubbing) is paid at 100% of the above applicable rate without limitation on the number of tracks.

Overdubbing is paid at 33 1/3% of the above applicable rate without limitation on the number of tracks.

Stepping-Out

- (1) If a Singer is called upon to step-out of a group to sing up to fifteen (15) cumulative bars during a session, the Singer shall be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.
- (2) If a Singer is called upon to step-out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, the Singer shall be paid the full solo/duo rate in addition to the appropriate group rate for that day.
- (3) Any member of a group who steps-out to perform as part of a smaller group to sing over four (4) consecutive bars shall be paid at the smaller group fee for that day. Such re-classification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

Off-Camera Singers (4 Hour day)

	7/29/05	1/1/06	1/1/07	1/1/08
Solo and Duo Hourly Rate*	\$695	\$716	\$737	759
Group Singers 3-8	347.50	358	368.50	379.50
Group Singers 9+	319	329	338	349
Contractor 3-8	+50%	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%	+100%
*Group Hourly Rate	206	212	218	225

Overdubbing, Sweetening and Stepping-Out for off-camera Singers (same as on-camera rates)

(*Once Producer engages Singers at hourly rate, no conversion to Day Performer rate is permitted.)

TIME OF PAYMENT: Session payment must be made within 12 working days after session date.

LATE PAYMENT PENALTIES: Late payment penalties accrue at \$2.50 per day, up to a maximum of 30 days. Thereafter, the Guild or member may give a written notice to the Producer, and full payment must be made within 12 working days. If payment has not

been made, the Producer will be assessed with a \$75 liquidated damage fee, and \$5 per day retroactive to the date of receipt of notice of non-payment.

PENSION & HEALTH: The Producer is obligated to pay the Pension & Health contribution of 14.3% of gross compensation.

**SCREEN ACTORS GUILD
MODIFICATION (DUBBING) AGREEMENT**

The SAG Modification (Dubbing) Agreement amends (or modifies) the SAG Basic Agreement with the purpose to employ performers when dubbing an English soundtrack to a motion picture originally produced as a foreign language picture. Additionally, this Agreement would apply to a non-English animated film originally produced for the foreign market, and subsequently requires dubbing of the soundtrack for the English speaking audience.

TERM OF THE CONTRACT: July 1, 2001 to June 30, 2008

PROFESSIONAL SINGERS (4 Hour day)

Group Size	Rate as of 7/1/06
Solo and Duo	\$360.00
Groups 3-8	321.25
Groups 9+	276.50
Contractor Fee 3-8	160.75
Contractor Fee 9+	276.50

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (100%) of the applicable rate.

Overdubbing (multi-tracking) only (per day) requires an additional twenty-five (25%) of the applicable rate.

WEEKEND OR HOLIDAY WORK

A Singer employed hereunder shall be paid at time-and-one half if the work is performed on a Saturday, or at a double-time rate if performed on a Sunday or a holiday as designated in the current SAG Basic Agreement. (Applicable to Categories I, II, and III).

However, if such work is scheduled on a Saturday or Sunday to accommodate the schedule of a Singer, then he/she will receive payment at straight time.

LATE PAYMENT PENALTIES

The session fee must be at the end of the payroll week following each week of work. Failure to make a timely payment will result in the assessment of late payment penalties at \$3.00 per working day (excluding Saturdays, Sundays, and holidays) to a maximum of 25 days. The maximum late payment penalties allowed is \$75.00.

The Producer is obligated to pay the Pension & Health contribution of 14.8% of gross compensation.

**SCREEN ACTORS GUILD
DEMONSTRATION VOCAL PERFORMANCE
AGREEMENT**

TERM OF THE CONTRACT: July 1, 2005 to June 30, 2008

The SAG Demonstration Vocal Performance Agreement (or the SAG Demo Agreement) is intended for a Singer to record an off-camera song on speculation for a theatrical or a television film. The employer may be a signatory producer or a composer who is submitting a song for consideration.

In addition, the SAG Demo Agreement may be used by a Singer to record an off-camera song for a demonstration or instruction aid when teaching or coaching a performer for a theatrical or television film.

MINIMUM COMPENSATION

The minimum compensation payable to a singer under the SAG Demo Agreement is fifty (50%) percent of the applicable minimum in Schedule G-1 of the SAG Codified Basic Agreement, or Section 2A of the SAG Television Agreement and Section 2A(2) of Exhibit A of the SAG Television Agreement.

Minimum compensation includes all compensation payable for the services including base salary, overtime, and compensation for multi-tracking/sweetening and a contractor's fee.

The length of a session under this Agreement shall not exceed two (2) hours.

USE IN A MOTION PICTURE OR TELEVISION PRODUCTION

If the song recorded on this Agreement is used in a theatrical or television production, then the producer is required to pay the Singer an additional one hundred (100%) percent of the full compensation which would have been payable under the applicable Agreement.

The Producer is also obligated to pay the residual compensation and all other payments required under the Agreement for the exploitation of the musical track or production.

TIME OF PAYMENT

The Singer is entitled to payment within five (5) business days after services are rendered.

If the song is subsequently used in a theatrical or television production, then the Singer must be paid the additional one hundred (100%) percent of the full compensation within thirty (30) days of the initial use.

PENSION & HEALTH: The Producer is obligated to pay the Pension & Health contribution of 14.8% of gross compensation.

**SCREEN ACTORS GUILD
TELEVISION CONTRACT**

TERM OF THE CONTRACT: July 1, 2005 to June 30, 2008

**PROFESSIONAL SINGERS EMPLOYED BY THE DAY
MINIMUM SALARY PER DAY**

A. The minimum rates per day for Singers (on-camera or off-camera) employed by the day are set out below.

Television - On-Camera Day Rate

Session: Minimum 8 hour day

Group Size	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$773	\$796	\$820
Groups 3-8	679	699	720
Groups 9+	592	610	628
Mouthing 1-16	567	584	602
Mouthing 17+	442	455	469
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (100%) of the payment.

Overdubbing (multi-tracking) only (per day) requires an additional thirty-three and one-third (33 1/3%) of the payment.

Television – Off-Camera Day Rate

Session: Minimum 4 hour day

Group Size	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$773	\$796	\$820
Groups 3-8	410	422	435
Groups 9+	352	363	374
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (100%) of the daily rate.

Overdubbing (multi-tracking) only (per day) requires an additional thirty-three and one-third (33 1/3%) of the daily rate.

Television – On-Camera Weekly Rates

Category	10/01/06 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08	
Solo and Duo	\$2,483	\$2,557	\$2,634	
Groups 3-8	2,277	2,345	2,415	
Groups 9+	2,071	2,133	2,197	
“Step Out” Per Day-Up to 15 Cumulative Bars	385	397	409	
“Step Out” Per Day-16+ Cumulative Bars or detained 1 hour +	773	796	820	
Contractors 3-8	1,137	1,171	1,206	(or + 50%)
Contractors 9+	2,071	2,133	2,197	(or + 100%)

Sweetening with or without overdubbing (per day) requires an additional one hundred percent (100%) of the pro rata daily rate.

Overdubbing (multi-tracking) only (per day) requires an additional thirty-three and one-third percent (33 1/3%) of the pro rata daily rate.

Non-Commercial Billboards: Three or more Episodes (3-13 Episodes)
Television – Off-Camera

Group Size	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08	
Solo and Duo	\$1,916	\$1,973	\$2,032	
Groups 3-8	1,810	1,864	1,920	
Groups 9+	1,669	1,719	1,771	
Contractors 3-8	+50%	+50%	+50%	
Contractors 9+	+100%	+100%	+100%	

Rate for Additional Days

Solo and Duo	\$ 773	\$ 796	\$ 820	
Groups 3-8	679	699	720	

Groups 9+	592	610	628	
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Signature Numbers Only

Solo and Duo	\$1,916	\$1,973	\$2,032	
Groups 3-8	1,810	1,864	1,920	
Groups 9+	1,669	1,719	1,771	

Additional Days

Solo and Duo	\$ 773	\$ 796	\$ 820	
Groups 3-8	679	699	720	
Groups 9+	592	610	628	

Non-Commercial Billboards and Signatures – Single Episode

Solo and Duo	\$ 773	\$ 796	\$ 820	
Groups 3-8	679	699	720	
Groups 9+	592	610	628	

TIME OF PAYMENT – LATE PAYMENT

Performers employed by the day must be paid within five (5) working days after services are rendered. Series performers must be paid at least every two (2) weeks for all episodes worked whether or not completed. All other performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services are rendered. Damages for late payment accrue at the rate of \$10.00 for each working day of default to a maximum of twenty (20) working days.

PENSION AND HEALTH

The Producer is obligated to pay the Pension & Health contribution of 14.8% of Singers gross compensation.

**SCREEN ACTORS GUILD
TELEVISION PUBLIC TELEVISION PROGRAMS**

TERM OF THE CONTRACT:

The Agreement covers programs produced for public television, where the Producer has represented that the program will receive a bona fide first release on the Public Broadcasting System. Please check with the SAG Singers Department (323) 549-6864 for verification of whether the production falls under this Agreement. This agreement is extended on a day-to-day basis.

The rate of pay for performers under this Agreement does not distinguish between on and off-camera work.

**MINIMUM SALARY - PROFESSIONAL SINGERS
RATES FOR ON-CAMERA AND OFF-CAMERA SINGERS**

Solo or Duo

Day Performer	\$ 422
3-Day Performer (30-60)	933
3-Day Performer (90+)	1,100
Weekly	1,281

Group Singers

Daily Rate	\$ 340
3-Day Rate	747
Weekly Rate	994

The Pension and Health contributions are paid by Producer at the rate of 13.15% (13% P&H, plus .15% IACF), subject to the “ceilings ” listed in the SAG Television Agreement.

The basic rate covers four “releases,” in three (3) consecutive years of broadcast of Public Television programs in the United States and Canada. This broadcast period is subject to an extension for an additional four “releases” in three (3) additional years by payment to each performer (other than background actors) of 35% of the total applicable minimum or \$130.00 whichever is greater, and to further extension thereafter without limit by a second payment of 100% of the total applicable minimum.

A “release” means “an unlimited number of broadcasts either on a network and/or in syndication during any seven-consecutive-day period by each Public Television station in the United States, and Canada, including authorized broadcasts over transmission boosters and translators and/or closed-circuit, CATV-antenna and other CATV systems.”

In addition, a “release” means “broadcast over commercial television stations in geographic areas in which it is not broadcast by public television stations, use on a cable system in an area in which it is not broadcast by a public television station so long as there are no commercial announcements in the program, and by the ITFS/MDS and home satellite dish transmission, provided that the Producer pays the applicable fees for the “releases”.

AUDIO/VISUAL DISTRIBUTION

Producer has the right to exhibit programs through standard Public Television audio/visual methods (excluding any use in completely commercial ventures such as, but not limited to, schools which charge a fee) provided Producer pays each performer, (other than background actors), and an additional sum of at least \$75.00 for such rights. Such audio/visual rights shall expire after eight (8) consecutive years, but can be renewed for successive three (3) consecutive year periods, upon payment of an additional sum of at least \$65.00 for each such renewal period.

RESPONSIBILITIES OF PRODUCER

Producer will maintain and submit to the Guild each week full and complete production records showing salaries of performers days worked, daily hours of work and overtime.

FOREIGN TELEVISION

Producer has the right to exhibit programs on television in foreign countries (outside the U.S. and Canada), including commercial-sponsored telecasts abroad, without time limitations provided Producer pays each performer (other than background actors) an additional sum of not less than 35% of total applicable minimum for such rights.

SUPPLEMENTAL MARKETS

Subject to each performer's prior written consent, Producer has the right to exhibit programs in “supplemental markets,” as that term is defined in Section 5.2 of the Codified Basic Agreement, provided Producer pays each performer (other than background actors) a “step-up” fee of not less than the differential between the basic wage rate originally received by the performers and 80% of the then-current total applicable minimum rate for commercial television pictures. However, if the running time of the Picture is ninety (90) minutes or more, the computation of the total applicable minimum for each performer will be based on no more than two (2) weeks work for performers who worked in excess of two weeks.

In addition, Producers will pay an amount equal to 3.6% of Distributor’s gross receipts from supplemental market licensing of such programs. These amounts will be distributed to the performers (other than background actors) in the manner prescribed under the Supplemental Market provisions of the SAG Television Agreement.

SATELLITE DISTRIBUTION

Please contact the Singers Department for information concerning this type of use.

PENSION AND HEALTH CONTRIBUTION RATE

The Producer is obligated to make the Pension & Health contributions totaling **13.15%** of the Singers gross compensation.

**SCREEN ACTORS GUILD
TELEVISION ANIMATION AGREEMENT**

It is the Guild's position that performers who record both voice-over and songs in one session under one contract shall be paid the higher of the two rates, i.e., the singing rate for that session, and shall receive residuals accordingly.

Singer's Television rates will apply if performing only as Singers.

(See the television section of this handbook for Singers rates. For further information, contact your Singers Department (323) 549-6864.)

TERM OF AGREEMENT: July 1, 2005 to June 30, 2008

I. MINIMUM COMPENSATION PER FILM OR SEGMENT THEREOF

A. Films or Segments of Films over ten (10) minutes in length. Minimum session fee for a voice actor shall be:

Effective July 1, 2005	\$716.
Effective July 1, 2006	\$737.
Effective July 1, 2007	\$759.

The minimum session fee provided above shall include services on a single animated television film. An additional minimum session fee shall be payable for each animated television film on which services rendered in a session.

B. Films or Segments of Films of ten (10) minutes or less in length.

Effective July 1, 2005	\$648.
Effective July 1, 2006	\$667
Effective July 1, 2007	\$687

C. Subject to the exceptions listed below, the included work time per session shall be four (4) hours. Time worked in excess of the four hours included work time per session shall be paid at a straight-time hourly rate (equal to one-eighth (1/8) of the minimum session fee provided in Section I.A. above) for each hour or portion thereof up to and including the eighth (8th) hour. Time worked in excess of eight (8) hours shall be paid in accordance with the overtime provisions of the **2005 SCREEN ACTORS GUILD-AMPTP TELEVISION AGREEMENT**. Voice actors will use their best efforts to cooperate with and accommodate Producers to schedule and complete recording in the time limits imposed herein.

EXCEPTIONS:

1. Included work time for the initial session of any series in any broadcast season shall be eight (8) hours.
2. Included work time for a session for a series episode of more than thirty (30) minutes in length shall be six (6) hours. Or,
3. Included work time for a session for a non-episodic program shall be six (6) hours for a program of thirty (30) minutes in length and eight (8) hours for a program of more than thirty (30) minutes in length.

II. LIMITATIONS OF VOICES

- A.** Films or Segments of Films ten (10) minutes or less in length.

A voice actor may perform up to three (3) in each film or segment; for each voice over such three (3) voices, a voice actor shall be paid an additional:

Effective July 1, 2005	\$209.
Effective July 1, 2006	\$215.
Effective July 1, 2007	\$221.

- B.** Films or Segments of Films over ten (10) minutes in length.

A voice actor may perform up to three (3) voices in each film or segment; for performing more than three voices, a voice actor shall be paid an additional full session fee, which shall entitle the Producer to require the voice actor to perform up to three (3) additional voices.

- C.** Additional compensation for a third voice.

A voice actor who performs a third voice in each film segment shall receive an additional payment of ten percent (10%), of the minimum session fee or segment fee, which ever is applicable. As to films or segments of films over ten (10) minutes in length, the additional payment of ten percent (10%) shall be payable for the third voice in each group of three (3) performed (e.g. 3rd voice, 6th voice, etc.). As to films or segments of films ten (10) minutes or less in length, additional voices beyond the first three (3) shall be compensated as set forth in Paragraph II, A. above.

III. WORKWEEK

For the purpose of this agreement, the following “special situation” shall apply to voice actors hereunder:

A voice actor employed hereunder shall be paid at time and one-half, if such work is performed on a Saturday, or at double-time, if such work is performed on a Sunday, unless such work is scheduled on a Saturday or Sunday to accommodate the schedule of any voice actors. In the latter case, all such voice actors shall be compensated at straight time.

IV. AUDITIONS

A. An audition must be scheduled by the Producer for a specific time and the voice actor or his representative shall be notified thereof. A call to the voice actor's representative shall be deemed sufficient.

B. A voice actor called for a fourth audition for the same role shall be paid a minimum fee of \$52.00 for the first two (2) hours (\$54.00 effective July 1, 2006; and \$56.00 effective July 1, 2007) for the first two (2) hours. For all time in excess of two (2) hours, the voice actor shall be paid \$13.00 (\$13.50, effective July 1, 2006; and \$14.00, effective July 1, 2007) for each one-half hour unit.

V. SCRIPTS

Whenever possible, voice actors shall receive their scripts not later than twenty-four (24) hours before their work calls, but in no event shall voice actors receive their scripts later than commencement of their work call.

VI. MERCHANDISING

Utilization of a voice actor's voice from sound track recorded pursuant to this agreement in games, dolls, toys, and other products shall be separately negotiated with the voice actor prior to use.

VII. TERMS OF AGREEMENT

This Agreement shall be in effect from July 1, 2005 to June 30, 2008.

VIII. VOICE ACTORS MAY BARGAIN FOR BETTER TERMS

It is expressly understood that the minimum wage scale and additional compensation for reruns, foreign telecasting and theatrical exhibition are minimums only, and nothing herein contained shall preclude any voice actor from bargaining for better terms.

IX. SAG-PRODUCERS PENSION AND HEALTH PLAN

The SAG Pension & Health Contribution is 14.8% which becomes effective on 1/1/06, and shall be applicable to all covered television animated motion pictures principal recording commencing on or after 1/1/06.

**SCREEN ACTORS GUILD
TELEVISION COMMERCIALS CONTRACT**

TERM OF AGREEMENT: October 30, 2006 to October 29, 2008

PROFESSIONAL SINGERS EMPLOYED BY THE DAY
MINIMUM COMPENSATION - SESSION FEES (Section 20)

ON-CAMERA SINGER FEES (8) HOUR DAY

Group Size	Rate
Solo and Duo	\$ 567.10
Group Singers 3-5	415.15
Group Singers 6-8	367.55
Group Singers 9+	303.95

OFF-CAMERA SINGER FEES (2) HOUR BLOCKS OF TIME

Group Size	Rate
Solo and Duo	\$ 426.40
Group Singers 3-5	240.50
Group Singers 6-8	208.70
Group Singers 9+	170.20

SINGERS NOTE: Group Singers who perform as group 3 – 5 or group 6 – 8 for five (5) consecutive bars or more will be adjusted to the most favorable group rate in which they have performed. Such adjustment will apply as well to reuse.

CONTRACTOR FEES AND RATES (Section 23)

A contractor will be employed when Singers in a group of three (3) or more are to be employed. The contractor will 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.

Group Size	Rate
Groups 3-8	\$ 90.90
Groups 9+	179.30

NOTE: Contractor fees shall be added to session fees but shall not be credited against residual fees.

NON-AIR COMMERCIAL DEMOS (Section 19)

The non-air commercials or demo rates are not intended for broadcast use. Examples of the non-air commercial demo would be non-broadcast audience reaction commercials, copy testing or client demos. The Singer must be advised at the time of the interview or at the time of hiring if the commercial is a non-air commercial demo.

The rates and conditions for solos, duos and group performers shall be the same for recorded radio and television commercials as follows:

OFF-CAMERA
Solos and Duos

- 2-hour recording session
- A fee of \$164.80 per person with a maximum of 4 commercials recorded during that session
- A fee of \$41.19 for each additional half-hour or additional commercial, whichever is greater
- Unlimited multiple tracking will be allowed at this rate
- Each sweetening track shall constitute a separate commercial
- All multiple tracking and sweetening must be noted on the contract or member report

Group of 3 or more

- 2-hour recording session
- Fee of \$107.75 per person with a maximum of 4 commercials recorded during that session
- A fee of \$26.93 for each additional half-hour or additional commercial, whichever is greater
- Unlimited multiple tracking will be allowed at this rate
- Each sweetening track shall not constitute a separate commercial

- 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)

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.

Such commercial 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.

FEES PER COMMERCIAL (Section 20)

At the end of the session, the principal is advised of the number of commercials made and, in addition to a session fee, receives equivalent of a session fee for each commercial in excess of one.

OVERSCALE PAYMENTS AND GUARANTEES (Section 43) (Section 49)

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 client against any reuse 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 over scale compensation.

B. Where a principal performer is guaranteed in his/her Contract a fixed sum of money, a 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 commercial(s) is produced utilizing photography and sound track edited or integrated from materials made for the commercial(s) originally produced under the performer's contract, all applicable payments required for such edited or integrated commercial(s) may be credited against the performer's guarantee in the manner and at the same rate as for the original commercial(s).

SINGERS 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.

SINGER'S SERVICES TO BE CREDITED

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 for:

“The undersigned certifies that the foregoing information is true.

Employer or Representative of Employer”

LIMITATION OF USE IN COMMERCIALS OF MATERIAL PRODUCED UNDER OTHER SCREEN ACTORS GUILD OR AFTRA CONTRACTS (Section 28)

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 court of appropriate jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

SINGER'S REST BREAK (Schedule A.I.E.4.)

The Producer must give a Singer a five (5) minute rest break per hour.

CHECK VOUCHERS (Section 50) (Section 49)

Check vouchers must contain complete information identifying commercial, advertisers, date of the session, maximum period of use, cycle dates and type of use (such as a wild spot, network programs, etc.). Check vouchers must further include the name of the employer of record, the employer's address, the state in which unemployment insurance is filed and the state identification number.

Producer will place the original commercial identification on the first payment of each new commercial or permitted edited version which contains footage from the "original" commercial.

Producer will provide each principal performer employed under a guarantee contract with a quarterly report detailing the amount of session fees, holding fees and use fees credited against the guarantee.

TIME OF PAYMENT (Section 42)

- **Session Fees** – 12 working days after services rendered.
- **Holding Fees** – The first day of the fixed cycle.
- **Wild Spots** – Residual payments due 15 working days after commencement of a use cycle. Upgrade adjustments under wild spot formula are due 15 working days after the end of use cycle.
- **Class A Program** – Payment for all Class A program uses that occur within a single week from Monday through Sunday will be made not later than 15 working days after the end of such week.
- **Local Program** – 15 working days after commencement of a use cycle.
- **Cable Fees** - Residual payment must be made within 15 working days from commencement of a cable cycle.
- **Internet Fees** - Residual payment must be made within 15 working days from commencement of each period of Internet use.

LATE PAYMENT (Section 44)

Liquidated damages for late payment are paid at the rate of \$3.00 per working day for each working day up to twenty-five (25) days. Thereafter, written notice of a failure to pay must be given by the principal performer, agent, or Screen Actors Guild. If full payment plus accrued damages is not made within twelve (12) working days, additional damages of \$75.00 plus \$10.00 per working day will be assessed, retroactive to the date of employer's receipt of notice.

MULTIPLE TRACKING – SWEETENING (Section 22)

A. Definitions

1. Multiple Tracking – rerecording over the original track manually, mechanically or electronically, the same material as recorded on the original soundtrack.
2. Sweetening – The addition of a new or variant track over the original track.

B. Rates

Multiple Tracking, Solo & Duo – 50% additional fee for unlimited multiple tracking.

1. **Sweetening** – Plus 100% of the original fee for an additional track.
2. **Groups of three or more** – 50% of an additional fee for any multiple tracking or sweetening or both (without a limit as to the number of tracks per commercial).

C. Use

Upgrading and use fees will also be increased by the applicable percentage fee noted above.

POSTPONEMENT AND CANCELLATION OF CALLS (Section A.I.D.)

- A.** The Producer will have the right to cancel any call without payment because of impossibility of production due to “Force Majeure”.
- B.** The Producer will 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 of the applicable session fee will be paid to the principal performer.

SATURDAY AND SUNDAY WORK (Section R)

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 1.5 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 and do not work shall be paid at straight time for each such day.

WORK ON HOLIDAYS (Section S)

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 (Presidents' 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 the holidays fall 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 above-mentioned holidays 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.

DOUBLING – DUBBING (Section 21)

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

Producer may not “dub” the voice of an on-camera principal performer without written consent except:

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

RESIDUALS FOR THE USE OF A COMMERCIAL

Maximum Period of Use (MPU)

The maximum period during which a commercial may be used is not more than 21 months after the date of the commencement of the first fixed cycle. Where new commercials are created by integration, the maximum period of use is limited to the same period as the original commercial unless the Principal performer's consent is obtained for a full new maximum period for use.

WILD SPOT COMMERCIALS (Section 33)

A wild spot commercial is broadcasted by non-interconnected single stations and (a) used independently of any program or (b) used on local participating programs. All other uses of a commercial are considered program use.

WILD SPOT RESIDUALS

Compensation for wild spots is for unlimited use within a cycle of 13 consecutive weeks, based on the cumulative total of unit weights for the TV markets in which the commercial is used.

Each TV market is assigned 1 unit except for the following cities:

TV Market – Unit Weight

Atlanta	5	Greenville	2	Orlando- Dayton Beach	3	San Diego	2
		Spartanburg					
		Ashville					
		Anderson, NC					
Baltimore	3	Hartford	2	Philadelphia	8	San Francisco	6
		New Haven					
Boston	6	Houston	5	Phoenix	4	Seattle-Tacoma	4
Charlotte	2	Indianapolis	2	Pittsburgh	3	Tampa - St. Petersburg	4
Cincinnati	2	Kansas City	2	Portland, OR	3	Toronto	7
Cleveland	4	Mexico	43	Puerto Rico	3	Vancouver, BC	3
		Mexico City					
Columbus, OH	2	Miami	4	Raleigh-Durham	2	Washington, DC	6
Dallas/Ft. Worth	6	Milwaukee	2	Sacramento- Stockton	3	West Palm Beach -Ft. Pierce	2
Denver	3	Minneapolis	4	St. Louis	3		
		St. Paul					
Detroit	5	Montreal	4	San Antonio	2		
Grand Rapids	2	Nashville	2	Salt Lake City	2		
Kalamazoo- Battlecreek							

*Note: Confirm the unit weights with the SAG as they may change during the contract term.

RATES

Wild spot residual rates are based on five (5) schedules, whether the commercial is used in all three (3) major cities (NY, Chicago and LA), various combinations of one (1) or two (2) of the major cities, or whether the commercial is used in cities that are defined as one of the major cities of NY, Chicago and LA.

1. Cities not including NY, Chicago or LA

On-Camera

Group Size	1 st Unit	Units 2-25 ea.	Units 26-60 ea.	Units 61-125 ea.	Units 126 + ea.
Solo and Duo	\$567.10	\$ 19.41	\$ 7.20	\$ 7.20	\$ 7.20
Groups 3-5	415.15	15.13	7.80	5.65	2.80
Groups 6-8	367.55	13.05	6.61	4.41	2.26
Groups 9+	303.95	10.66	5.48	3.70	1.97

Off-Camera

Group Size	1 st Unit	Units. 2-25 ea.	Units 26-60 ea.	Units 61-125 ea.	Units 126+ ea.
Solo and Duo	\$ 426.40	\$ 13.28	\$ 5.65	\$ 5.65	\$ 5.65
Groups 3-5	240.50	5.36	2.26	1.37	1.37
Groups 6-8	208.70	4.23	1.55	0.78	0.78
Groups 9+	170.20	3.52	1.42	0.78	0.78

2. One of NY, Chicago or LA

On-Camera

Group Size	NY	Chi. or LA	2-35 units	36-100 units	101+ units
Solo and Duo	\$1,114.45	\$ 971.40	\$ 7.20	\$ 7.20	\$ 7.20
Groups 3-5	713.70	713.70	7.80	5.65	2.80
Groups 6-8	598.05	598.05	6.61	4.41	2.26
Groups 9+	490.05	490.05	5.48	3.70	1.97

Off-Camera

Group Size	NY	Chi. or LA	2-35 units	36+ units
Solo and Duo	\$ 787.30	\$ 685.10	\$ 5.65	\$ 5.65
Groups 3-5	286.30	286.30	2.26	1.37
Groups 6-8	237.25	237.25	1.55	0.78
Groups 9+	194.25	194.25	1.42	0.78

3. Any two (2) of NY, Chicago or LA

On-Camera
Group Size

1st Unit

2+ units

Solo and Duo	\$ 1,533.65	\$ 7.20
Groups 3-5	1,098.10	2.80
Groups 6-8	907.95	2.26
Groups 9+	700.30	1.97

Off-Camera
Group Size

1st unit

2+ units

Solo and Duo	\$ 1032.65	\$ 5.65
Groups 3-5	378.35	1.37
Groups 6-8	304.75	.78
Groups 9+	235.40	.78

4. All three (3) of NY, Chicago and LA

On-Camera
Group Size

1st unit

2+ units

Solo and Duo	\$ 1,849.90	\$ 7.38
Groups 3-5	1,385.35	2.86
Groups 6-8	1,185.69	2.32
Groups 9+	969.05	2.02

Off-Camera
Group Size

1st unit

2nd + units

Solo and Duo	\$ 1,313.90	\$ 5.78
Groups 3-5	456.15	1.42
Groups 6-8	367.85	.84
Groups 9+	300.60	.84

Example: 77 cities: NY, Boston (6 units), Washington DC (6 units), St. Louis (3 units), Toronto (7 units), Montreal (4 units) & Mexico City (43 units), plus 70 1-unit cities, 1 on-camera Solo or Duo.

NY	\$1,051.35
139 units @ \$6.79 each	943.81

Total	\$1,995.16
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PROGRAM USE COMMERCIALS

A commercial used on broadcast that does not meet the criteria for a wild spot commercial, would then be classified as a program use commercial. Generally, a program use commercial airs on interconnecting stations, and sponsors a program. If the commercial airs on more than 20 cities, then the commercial is paid on a per use basis and is called a Class A commercial use.

If the commercial is used on number of cities totaling less than 20, then a flat fee payment would be made every 13 weeks cities. The latter commercial would be classified as a Class B or Class C commercial use.

Program Use Residuals

<u>Class</u>	<u># of Cities in which Telecast</u>
A	Over 20
B	6-20
C	1-5

Compensation for Class A is per use, based on a sliding scale for all uses within a 13-week cycle as follows (other than for 10- and 15-second commercials).

On-Camera Rates – Class A

Use	Solo or Duo	Groups 3-5	Groups 6-8	Groups 9+
1	\$567.10	\$415.15	\$367.55	\$303.95
2	130.05	120.50	103.20	84.45
3	103.20	94.35	85.50	69.90
4	103.20	89.05	80.20	65.70
5	103.20	89.05	80.20	65.70
6	103.20	89.05	80.20	65.70
7	103.20	89.05	80.20	65.70
8	103.20	89.05	80.20	65.70
9	103.20	89.05	80.20	65.70
10	103.20	89.05	80.20	65.70
11	103.20	89.05	80.20	65.70
12	103.20	89.05	80.20	65.70
13	103.20	89.05	80.20	65.70
14 and every use thereafter	49.45 each use	30.75 each use	26.15 each use	21.20 each use

Off-Camera Rates – Class A

Use	Solo or Duo	Groups 3-5	Groups 6-8	Groups 9+
1	\$426.40	\$240.50	\$208.70	\$170.20
2	101.75	65.40	56.85	46.65
3	80.95	61.10	52.30	42.70
4	80.95	55.80	48.70	39.90
5	80.95	55.80	48.70	39.90
6	80.95	55.80	48.70	39.90
7	80.95	55.80	48.70	39.90
8	80.95	55.80	48.70	39.90
9	80.95	55.80	48.70	39.90
10	80.95	55.80	48.70	39.90
11	80.95	55.80	48.70	39.90
12	80.95	55.80	48.70	39.90
13	80.95	55.80	48.70	39.90
14 and every use thereafter	36.75 each use	22.25 each use	20.90 each use	17.35 each use

PAX TV – Paid on a per use basis

	On-Camera	Off-Camera
Solo and Duo	\$ 21.20	\$ 15.90
Groups 3-5	13.20	9.60
Groups 6-8	11.25	8.95
Groups 9+	9.10	7.45

LOCAL PROGRAM COMMERCIALS – Class B and C use

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

On-Camera Group Size	Special Class B (Including NY)	Class B (Not incl. NY)	Class C
Solo and Duo	\$1,072.95	\$875.15	\$521.50
Groups 3-5	644.70	683.40	452.00
Groups 6-8	604.30	604.30	401.70
Groups 9+	494.00	494.00	309.85

Off-Camera Group Size	Special Class B (Including NY)	Class B (Not incl. NY)	Class C
Solo and Duo	\$ 767.35	\$ 607.80	\$ 347.70
Groups 3-5	251.80	251.80	200.30
Groups 6-8	209.90	209.90	166.70
Groups 9+	171.55	171.55	136.75

CABLE COMMERCIALS (Section 35)

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.

Cable commercial rates are provided for both the cable transmission of broadcast commercials and for commercials produced for cable transmission only.

Broadcast commercials “moved over” to Cable

A cable use cycle is 13 consecutive weeks commencing with the first cable transmission on any originating cable network or system. Session and holding fees may not be credited against any cable use fees. The rates are listed in the chart below.

Commercials “made for” Cable

1. The Singer must be notified at the time of audition or hire if the Producer intends to producer a commercial for cable.
2. Session fees may not be credited except if the commercial is made for local cable systems only.
3. Cable commercials are paid in 13-week consecutive weeks.
4. The maximum period of use of a commercial produced for cable-only is one year from the session date. Producer may not use the commercial beyond the one-year Maximum Cable Use Period unless each Singer has given prior written consent for such use and terms no less favorable than provided in the SAG Commercials Contract.
5. A “made for” cable commercial may not be used on broadcast television unless each principal performer has given prior written consent; and each principal performer is paid not less than one session fee for the upgrade payment, which is not credited against use.

CABLE USE PAYMENT STRUCTURE

The compensation to each Singer for each 13-week cycle of cable use is computed by multiplying the applicable unit price by the aggregate unit weight of all cable systems

and networks on which the commercial is transmitted. In no event will the compensation be less than the minimum session fee or more than the price for 2,000 units.

The chart for the cable network or systems, their respective subscribers and unit weight, is located in the back of this book. The unit weights are updated and changed periodically.

On-Camera

Group Size	Minimum	Units 1-50	Units 51-100	Units 101-150	Units 150-201	Units 201 - 1,000	Units 1,000 -2,000
Solo or Duo	\$567.10	9.34	8.11	6.89	5.66	.71	.67
Groups 3-5	415.15	6.85	5.93	5.05	4.16	.53	.49
Groups 6-8	367.55	6.04	5.26	4.45	3.68	.47	.43
Groups 9+	303.95	5.01	4.32	3.70	3.05	.39	.36

On-Camera- Cable Minimum and Maximum Payout (13-week cycle)

Group Size	Minimum	Maximum
Solo and Duo	\$ 567.10	\$ 2,738.00
Groups 3-5	\$ 415.15	\$2,013.50
Groups 6-8	\$ 367.55	\$1,777.50
Groups 9+	\$303.95	\$1,476.00

Off-Camera

Group Size	Minimum	Units 1-50	Units 51-100	Units 101-150	Units 151-200	Units 201-1,000	Units 1,001 -2,000
Solo and Duo	\$426.40	6.19	5.41	4.58	3.77	0.47	0.46
Groups 3-5	240.50	3.96	3.42	2.93	2.42	0.31	0.29
Groups 6-8	208.70	3.42	2.98	2.53	2.08	0.27	0.24
Groups 9+	170.20	2.81	2.43	2.06	1.70	0.20	0.20

Off-Camera – Cable Minimum and Maximum Payout @ 2,000 cable units

Group Size	On-Camera	Off-Camera
Solo and Duo	\$ 426.40	1,833.50
Groups 3-5	240.50	1174.50
Groups 6-8	208.70	1,006.50
Groups 9+	170.20	810.00

LOCAL CABLE RESIDUALS (2003 to 2006 Local Cable Agreement)

Performers receive local cable residuals under the Local Cable Agreement under certain conditions. The rates under the Local Cable Agreement are paid for commercials produced for broadcast on free television and which are subsequently transmitted on local cable systems. A copy of the Agreement is local in the Document Section of the Singers Digest.

The following three (3) conditions must be satisfied to permit payment under the Local Cable Agreement:

- 1) The aggregate subscriber count of the local cable system or systems in which the commercial is used does not exceed one million (1,000,000) subscribers for basic service.
- 2) The commercial is not delivered by satellite.
- 3) The commercial must be in concurrent use on free television in the metropolitan counties listed in the Local Cable Agreement. Otherwise, the 2003 SAG Commercials Agreement will apply (Section 35).

The cable use cycle is 13 consecutive weeks beginning with the first cable transmission on any originating cable system.

Payment must be made within 15 working days after first use on a Local Cable System.

Number of Subscribers on a System of Combination or Systems (Interconnect)

ON CAMERA

OFF CAMERA

Group

Group

From	To	Principal	3-5	6-8	9 or more	Principal	3-5	6-8	9 or more
1	50,000	\$25.05	\$19.60	\$16.90	\$13.75	\$17.10	\$ 7.00	\$5.40	\$4.55
50,001	100,000	50.30	39.15	33.75	27.50	34.40	13.90	10.85	9.10
100,001	150,000	75.35	58.85	50.65	41.25	51.55	20.85	16.30	13.65
150,001	200,000	100.50	78.40	67.50	55.05	68.80	28.00	21.75	18.20
200,001	250,000	125.55	97.95	84.40	68.80	85.95	34.80	27.25	22.85
250,001	500,000	251.25	196.05	168.80	137.60	172.05	69.55	54.40	45.55
500,001	750,000	376.80	294.00	253.25	206.45	279.95	104.40	81.60	68.35
750,001	1,000,000	502.40	392.05	337.65	275.30	344.00	139.25	108.80	91.20

DEALER COMMERCIALS (Section 37)

A Singer must be advised at the time of the audition and hire if a commercial is intended for use as a Dealer. The right to use the commercial as a Dealer is subject to the Singer's consent.

There are two types of Dealer Commercials. Type A and Type B. Both types are made and paid for by the manufacturer or distributor of the product or service which it advertises for use as a wild spot, or as a Class B or Class C program commercial on local non-interconnecting stations where the station time is contracted and paid by the local dealer or retail outlet. In Type B, the outlets are owned by the national manufacturer or distributor.

Dealer Type A and Type B commercials are paid in 6-month residual cycles.

DEALER RESIDUALS

Type A

Group Size	On-Camera	Off-Camera
Solo and Duo		
• Includes use in NY City	\$2,128.15	\$1,482.30
• Does not include use in NYC	1,882.10	1,359.35
Groups 3-5	1,597.95	653.25
Groups 6-8	1,408.60	572.10
Groups 9+	1,094.75	408.45

Type B

Group Size	On-Camera	Off-Camera
Solo and Duo		
• Includes use in NY City	\$3,272.15	\$ 2,226.60
• Does not include use in NYC	2,823.25	2,035.85
Groups 3-5	2,429.50	995.20
Groups 6-8	2,141.70	871.00
Group 9+	1,666.80	621.30

INTERNET (Section 36)

There are two types of Internet commercials: 1) Commercials "moved-over" to the Internet from broadcast use; and 2) Commercials "made-for" the Internet.

TERMS FOR BROADCAST COMMERCIALS “MOVED OVER” TO THE INTERNET
Commercials Made for Initial Use on Broadcast Television and then “moved-over” to the Internet.

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.

A. Term of Internet Use

1. Initial Term

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

2. 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.

3. Renewal Term

If the Maximum Period of Use has terminated or has 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.

B. Compensation

1. Initial Term – not less than 300% of the applicable session fee
2. Extension Term – not less than 300% of the applicable session fee

D. Time of Payment

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

1. Neither session fees nor holding fees may be credited against any compensation payable for Internet use.

2. Exclusivity rights shall extend to the Internet only while holding fees continues to be paid.
3. Session fees may not be credited against any compensation payable for Internet use.

UNLIMITED EDITING RIGHTS FOR COMMERCIALS “MOVED OVER” TO THE INTERNET (New Provision)

If the producer wishes to obtain extended or unlimited editing rights for a commercial moved over to the Internet, then the producer may negotiate and bargain for such use with the performer. Otherwise, the editing provisions of Section 26 apply.

TERMS FOR COMMERCIALS “MADE FOR” THE INTERNET (Section 36)

No minimum rates have been established for commercials “made for” the Internet. The area is new and rapidly evolving. The Union and the Producer are monitoring the deals for the “made for” Internet commercials. These are the basic terms for this area:

A. Compensation

The Producer may bargain freely with the Singer and shall pay the compensation in the amount agreed by direct bargaining. Neither the Union nor the Producer will promulgate minimum rates for the session and use. The working provisions of Schedule A shall apply to this section except allowances and liquidated damages.

B. Time of Payment

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

C. Pension & Health Contributions

The Producer is required to make the Pension & Health contribution on all compensation paid to the Singer, as required by the Contract.

UNLIMITED EDITING FOR COMMERCIALS “MADE FOR” THE INTERNET (New Provision)

If the producer wishes to obtain extended or unlimited editing rights for a commercial made for the Internet, then the producer may negotiate and bargain for such use. Otherwise, the editing provisions of Section 26 would apply.

NEW MEDIA (New Provision)

This area applies to commercials made for or designed for use in the New Media area. For example, commercials made for use on podcasts, mobile (cell) phones, and other digital and electronic media. New media does not apply to commercials used on television or the Internet (see rates above). In any situation, please contact the Singers Department with respect to commercials produced for the New Media area.

A. For commercials originally “made for” initial use for broadcast television, cable or the Internet, and then subsequently used in New Media.

The producer must inform the performer of the New Media use, as well as the anticipated number of commercials, and the anticipated platforms, e.g. commercials exhibited in mobisodes or via cell phones, etc.

Compensation: The performer is entitled to not less than 300% of the session payment for the use in the New Media area for one year’s use. The terms and conditions of Section 36 A (“Moved Over” to the Internet”) are modified to apply to New Media use.

Editing Rights: If the producer wishes to obtain extended or unlimited editing rights for new media use, then the performer has the right to negotiate and bargain freely for this compensation. Otherwise, the editing provisions of Section 26 would apply.

B. For commercial made initially for use in the New Media area.

The producer must inform the performer at the time of audition and at hiring of the anticipated number of commercials, and the anticipated platforms, e.g. commercials exhibited in mobisodes, or via cell phones, etc.

Compensation: The performer and the producer are free to negotiate and bargain for commercials made initially for use in the New Media area. The terms and conditions of Section 36 B (“Commercials Made for the Internet”) apply as modified for use in New Media.

Editing Rights: If the producer wishes to obtain extended or unlimited editing rights for new media use, then the performer has the right to negotiate and bargain freely. Otherwise, the editing provisions of Section 26 would apply.

WAIVER FOR 8-WEEK USE CYCLE ON THE INTERNET AND/OR NEW MEDIA (New Provision)

A one-year waiver period has been allowed for an 8-week use cycle of the Internet and/or New Media. The 8-week use cycle is subject to the performer’s

consent, and applies only to commercials “moved over” to the Internet and/or New Media from the broadcast and cable.

Compensation: Subject to performer’s consent, an amount not less than an additional session fee is paid for the 8-week cycle use. For use beyond the initial 8-week cycle, the performer shall be paid an additional 300% of the applicable session fee for one additional year’s use.

THEATRICAL OR INDUSTRIAL EXHIBITION – RESIDUAL (Section 42)

If Producer desires to use a commercial for theatrical or an industrial exhibition, the principal performer is paid an 100% of the applicable session fee for thirty (30) days use, or 160% of the applicable session fee for a maximum of twenty-one (21) months of use.

On-Camera Rate

Group Size	On-Camera Session Fee	21-Month Use (160%)	30-Day Use Only (100%)
Solo and Duo	\$567.10	\$907.36	\$567.10
Groups 3-5	415.15	664.24	415.15
Groups 6-8	367.55	592.03	367.55
Groups 9+	303.95	486.32	303.95

Off-Camera Rate

Group Size	Off-Camera Session Fee	21-Month (160%) of Use	30 Days (100%) Use Only
Solo and Duo	\$426.40	\$682.24	\$426.40
Groups 3-5	240.50	384.80	240.50
Groups 6-8	208.70	333.92	208.70
Groups 9+	170.20	272.32	170.20

THEATRICAL OR INDUSTRIAL EXHIBITION – TOY FAIR

No payment will be required for use of commercials at toy fairs, which are not open to the general public if the performer has been paid not less than the minimum compensation provided in Section 20. A Singer employed under the non-air commercials contract (Section19) would be paid the difference between the non-air rate and the session fee under Section 20.

FOREIGN USE OF COMMERCIALS (Section 40)

The showing of commercials in the U.S., Canada and Mexico is included in the coverage of use and reuse fees. To acquire right to exhibit commercials beyond such areas, the principal performer's contract must contain a provision granting such right at not less than the following per maximum period of use:

1. Use in the United Kingdom – Amount not less than triple (3) the session fee.
2. Europe other than the United Kingdom – Amount not less than two (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) – Amount not less than an additional (1) session fee.
4. Use in Japan – Amount not less than an additional (1) session fee.
5. For use anywhere in the world outside of the United Kingdom, Europe, and the Asian-Pacific Zone – Amount no less than an additional (1) session fee.

In the event a commercial is made solely for foreign use and is so used, only on-camera or off-camera session fee as is appropriate may be credited against such foreign use.

EDITING OF COMMERCIALS - (WITHOUT CREATING A NEW COMMERCIAL) **(Section 26.H)**

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

Contact the Singers Department for more information @ (323) 549-6864.

PENSION & HEALTH (Section 45)

The employer's contribution rate for Pension & Health is equivalent to 14.8% of performer's gross compensation, excluding fees such as wardrobe and meal allowances, reimbursable expenses and liquidated damages.

SPANISH LANGUAGE COMMERCIALS (Schedule C)

The rates and conditions for commercials made for the Spanish language market are contained in Schedule C of the SAG Commercials Contract. The minimum session rates for Spanish language commercials are the same rates established for commercials made for the English language market under Section 20.

A. MINIMUM COMPENSATION

Producer will pay principal performer session fees (which will also constitute payment for the first commercial made for one designated advertiser) as follows:

On-Camera

Group Size	Rate
Solo and Duo	\$567.10
Groups 3-5	415.15
Groups 6-8	367.55
Groups 9+	303.95

Off-Camera

Group Size	Rate
Solo and Duo	\$426.40
Groups 3-5	240.50
Groups 6-8	208.70
Groups 9+	170.20

B. COMPENSATION FOR RESIDUALS

PROGRAM FEES

The following program fees are applicable only when a Spanish language commercial is used on a Spanish language network. Residuals are paid in 13 week cycles

On-Camera – Program Fees

Group Size	Rate
Solo and Duo	\$2,047.90
Groups 3-5	1,499.20
Groups 6-8	1,327.00
Groups 9+	1,097.60

Off-Camera – Program Fees

Group Size	Rate
Solo and Duo	\$1,540.05
Groups 3-5	870.00
Groups 6-8	753.65
Groups 9+	614.45

SPANISH WILD SPOT FEES - (WHEN USED WITH A PROGRAM COMMERCIAL)

In the event that the Spanish language commercial used on the network is also used during the same cycle as wild spot, then an additional unit payment is made within 15 business days at the completion of the cycle. Each city has a unit weight (i.e. Albuquerque – 3 units), and the table below gives the dollar value for each unit attributed to a city.

On-Camera – Added Wild Spot Unit Value

Group Size	Rate Per Unit
Solo and Duo	\$5.17
Groups 3-5	3.67
Groups 6-8	3.39
Groups 9+	2.63

Off-Camera – Added Wild Spot Unit Value

Group Size	Rate Per Unit
Solo and Duo	\$3.75
Groups 3-5	2.17
Groups 6-8	1.96
Groups 9+	1.40

SPANISH WILD SPOT FEES

Each city or television market area is assigned a “unit value” proportionate to the size of the Hispanic population in that area. The following market areas thus are assigned the indicated weights. All other television markets not specifically listed here are assigned the weight of one unit. The Producer pays the Singers in accordance with the scale fee for 13 weeks of use contained in Table A of the Contract.

Television Market Areas	Unit Weights
Albuquerque, New Mexico	3
McAllen/Brownville, Texas	7
Matamoros, Mexico	7
Chicago, Illinois	9
Miami, Florida	17
Dallas-Fort Worth, Texas	7
New York, New York	32
Denver	3
Philadelphia	2

El Centro, California/Yuma, Arizona Mexicali, Mexico	4	Phoenix, Arizona	5
El Paso, Texas/Juarez, Mexico	10	Sacramento, California	3
Fresno, California	4	San Antonio, Texas	5
Houston, Texas	9	San Diego, California Tijuana, Mexico	10
Laredo, Texas/ Nueva Laredo, Mexico	2	San Francisco, California	7
Los Angeles, California	39	Washington, DC	2

SPANISH FOREIGN USE

If the Producer wishes to acquire the rights to exhibit the commercial for foreign use, the Singer's contract shall contain a provision granting rights for each one-year period at additional compensation as follows:

- 1) For use in South America and/or Central American and/or Mexico (outside the border states): 3 session fees
- 2) For use in the Caribbean and/or Puerto Rico: 2 session fees
- 3) For use in any single country covered in (1) or (2) above: 3 session fees.

Except as otherwise provided in Schedule C, all terms of the Commercials Contract are applicable.

**SCREEN ACTORS GUILD
INDUSTRIAL & EDUCATIONAL CONTRACT**

The SAG Industrial & Education Contract is for a film and taped production where the initial first use is for non-broadcast venues, such as museums, classrooms, and tradeshows. With the applicable payments for supplemental usage, the programs can be subsequently used in theaters, broadcast and cable, sold or rented to the general public or to the industry.

There are two types of industrial programs requiring different minimum fee payments. One type is a Category I in which the program is designed to train, inform, promote a product or perform a public relations function. It may be exhibited in classrooms, museums, libraries or other places where no admission is charged. The session fee payment allows the Producer to use the program for an unlimited period of time. An example of a Category I would be a film about the history of automobiles shown at an automotive museum where a separate admission fee for viewing the program is not charged the patron.

The second type of an industrial program is a Category II. This program is intended for unrestricted exhibition to the general public. The program is designed primarily to sell specific products and services to the consuming public. An example of a Category II would be a program for a cosmetic company in which it is viewed at a retail store's cosmetic department. The program may show the viewer how to apply the product to their face, and the benefits of using the product. The Producer has the right to exhibit the program for five (5) years.

TERM OF AGREEMENT: May 1, 2005 to April 30, 2008

MINIMUM FEES PER PROGRAM

On-Camera

	Rates for 5/01/05 to 10/31/06		Rates for 11/01/06 to 4/30/08	
	Category I	Category II	Category I	Category II
Solo and Duo	\$ 440.00	\$ 547.00	\$ 457.50	\$ 569.00
Group	265.00	327.50	275.50	340.50
Step Out	332.00	410.00	345.50	426.50

The Singer Contractor receives an additional 50% for services.

Off-Camera

Rates for 5/01/05 to 10/31/06

Rates for 11/01/06 to 4/30/08

Solo and Duo	\$ 236.00	\$ 265.00	\$ 245.50	\$ 275.50
Group	157.00	178.00	163.50	185.00
Step Out	196.50	222.50	204.50	231.50

The Singer Contractor receives an additional 50% for services.

SUPPLEMENTAL USE (Section 30)

Where the program is distributed to additional platforms and venues, an additional fee is required under the Supplemental Use provisions. A Producer has the right to make the payment within 90 days, or after 90 days. As an incentive to the Producer, the supplemental fee is less if the payment is made within 90 days.

Payment is based on “total applicable salary” or “total actual salary”. These terms are defined here.

Total Applicable Salary

In the case of a Day Performer or Three Day Performer, the Total Applicable Salary will be computed by multiplying the total number of days of the performer’s employment by the salary paid for each of such days, excluding overtime, but in the event the performer was employed at a regular daily rate, the amount above 150% is not to be included in the computation.

Total Actual Salary

“Total Actual Salary” is defined as Total Applicable Salary without the 150% limitation.

Supplemental Use Payment Schedule
Type of Use

	Within 90 Days	Beyond 90 Days
A. Basic Cable Television (Worldwide) - Three (3) years' use	15% of Total Actual Salary	65% of Total Actual Salary
B. Non-Network Television (US and Canada) – Unlimited Runs	75% of Total Applicable Salary	125% of Total Applicable Salary
C. Theatrical Exhibition (Worldwide) - Unlimited Runs	100% of Total Applicable Salary	150% of Total Applicable Salary
D. Foreign Television (Outside of US and Canada) – Unlimited Television Rights Outside US and Canada	25% of Total Applicable Salary	75% of Total Applicable Salary
E. Internet Use Five (5) years' use	33% of Total Applicable Salary	75% of Total Applicable Salary
F. Integration and/or Customization	100% of Total Applicable Salary	100% of Total Applicable Salary
G. Sale or Rental to Industry	15% of Total Applicable Salary	25% of Total Applicable Salary
H. Rights in A, B, C, D, E, F and G may be acquired within 90 Days	200% of Total Applicable Salary	Not Applicable
I. Category II Use As a Supplemental Category II use Rights for Category I Programs	50% of Total Applicable Salary	100% of Total Applicable Salary
J. Network Television	Separate negotiations and approval by Screen Actors Guild	
K. Pay Cable Television	Separate negotiations and approval by Screen Actors Guild	
L. Sale or Rental to the General Public	200% of the scale rate for the number of days worked.	
M. Program for Government Service Producer may acquire non-network television, theatrical and foreign television rights	40% of Performer's Total Applicable Salary	Not Applicable

PENSION AND HEALTH CONTRIBUTION RATES (Section 33)

The Pension & Health contribution rate payable by the Producer is 14.3%.

TIME OF PAYMENT (Section 5-G)

Producer must mail payment not later than thirty (30) calendar days after the day(s) of employment. All supplemental use payments are due within thirty (30) calendar days after initial exhibition of the program in any supplemental markets.

LATE PAYMENT DAMAGES (Section 5-G)

Damages for late payment accrue at the rate of \$3.00 per day of lateness (excluding Saturdays, Sundays and holidays) up to a maximum of thirty (30) days. The maximum late fee payment penalty is \$90.00.

If Producer does not issue payment, including the late damages within twelve (12) working days (excluding weekends and holidays) of receipt of written notice of nonpayment from the Guild, Producer will be liable for immediate additional damages in the amount of \$75.00, plus additional late fees will accrue at the rate of \$5.00 per day (exclusive of weekends and holidays) from the date of receipt of such notice by Producer without maximum limits.

SAMPLE DOCUMENTS

- **MEMBER-CONTRACTOR STANDARD REPORT FORM**
 - THEATRICAL
 - TELEVISION
 - COMMERCIALS
 - “DEMO” MEMBER CONTRACTOR FORM

- **SAG DEMO AGREEMENT**
 - (ONE PRODUCTION ONLY- DEMONSTRATION VOCAL PERFORMANCE)

- **SAG SINGERS DEPARTMENT OFFICE CLAIM FORM**

- **2006-2008 SUMMARY OF CHANGES TO THE 2003 SCREEN ACTORS GUILD COMMERCIAL CONTRACT AND THE 2003 AFTRA TELEVISION RECORDED COMMERCIALS CONTRACT**

- **ON-CAMERA CONTRACTS**
 - DAILY PLAYER CONTRACT
 - 3 DAY PLAYER CONTRACT
 - WEEKLY PLAYER CONTRACT

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Don Livesay

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